MAYOR CONNOR TRAUT
VICE MAYOR LAMIYA HOQUE
COUNCIL MEMBER JOYCE AHN
COUNCIL MEMBER CARLOS FRANCO
COUNCIL MEMBER SUSAN SONNE

Tuesday, April 14, 2026, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION

1.D. PLEDGE OF ALLEGIANCE
— Camila Davalos, Beatty Middle School

1.E. CITY MANAGER REPORT
— Aaron France, City Manager

2. PRESENTATIONS

2.A. PROCLAMATION RECOGNIZING APRIL 19-25, 2026, AS NATIONAL LIBRARY WEEK
— Presented to the Buena Park Library

2.B. PROCLAMATION RECOGNIZING APRIL 2026 AS DONATE LIFE MONTH
— Presented to Mona Castro, OneLegacy Ambassador

2.C. PROCLAMATION RECOGNIZING APRIL 2026 AS AUTISM ACCEPTANCE MONTH
— Presented to the Korean American Special Education Center

2.D. RECOGNITION OF THE BUENA PARK SISTER CITY FOUNDATION AND PRESENTATION BY THE BUENA PARK HIGH SCHOOL SISTER CITY STUDENT EXCHANGE DELEGATION

3. ORAL COMMUNICATIONS

3.A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4.A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of March 24, 2026

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

4.C. PROCLAMATION RECOGNIZING APRIL 19-25, 2026, AS NATIONAL LIBRARY WEEK

— Recommended Action: Approve proclamation.

4.D. PROCLAMATION RECOGNIZING APRIL 2026 AS DONATE LIFE MONTH

— Recommended Action: Approve proclamation.

4.E. PROCLAMATION RECOGNIZING APRIL 2026 AS AUTISM ACCEPTANCE MONTH

— Recommended Action: Approve proclamation.

4.F. AGREEMENT WITH KNOTT'S BERRY FARM TO PERFORM POLICE DETAIL SERVICES FOR FISCAL YEARS 2025-2026 AND 2026-2027

— Recommended Action: 1) Approve an agreement with Knott's Berry Farm to provide supplemental police detail services for Fiscal Years 2025-2026 & 2026-2027; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager, City Clerk, and City Attorney to execute the agreement.

4.G. BUDGET ALLOCATION TO REPLACE TWO PUBLICLY ACCESSIBLE LEVEL-3 ELECTRIC VEHICLE (EV) CHARGERS

— Recommended Action: 1) Approve a budget allocation in the amount of $47,925 from the undesignated AB2766/AQMD Fund balance for the replacement of two level-3 electric vehicle (EV) chargers.

4.H. BUDGET ALLOCATION FOR THE CITY OF BUENA PARK CELEBRATION OF AMERICA'S 250TH ANNIVERSARY

— Recommended Action: 1) Approve a budget allocation in the amount of $15,000 from the undesignated General Fund balance for this purpose.

4.I. BUDGET AMENDMENT FOR THE LITERACY WALK INSTALLATION AT HEROES PARK

— Recommended Action: 1) Approve a budget amendment of $30,000 from the undesignated General Fund balance for the purchase and installation of signage for the Literacy Walk at Heroes Park.

5. NEW BUSINESS

5.A. RESOLUTION ADOPTING THE BUENA PARK SAFE ROUTES TO SCHOOL (SRTS) PLAN

Presented by Norm Wray, Senior Engineering Technician

— Recommended Action: Adopt a resolution implementing the Safe Routes to School (SRTS) Plan.

5.B. RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, AND AWARD A CONTRACT TO SELECT ELECTRIC, INC. FOR THE CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT (HSIPSL-5310(044))

Presented by Nader Alqam, Principal Engineer

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Citywide Traffic Signal Upgrades & Safety Enhancements Project (HSIPSL-5310 (044)); 2) Award a contract to Select Electric, Inc. in the amount of $939,500; 3) Authorize contingency funds in the amount of $100,000 in the same purchase order; 4) Authorize construction engineering funds in the amount of $50,000; 5) Authorize a purchase order for the Solis Group in the amount of $6,725 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of $1,345 for CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

5.C. WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT WITH THE COUNTY OF ORANGE FOR MUNICIPAL SOLID WASTE DISPOSAL RATES AND SERVICES

Presented by Joe Hunt, Public Works Manager

— Recommended Action: 1) Approve the WISE Agreement with the County of Orange ("County") for municipal solid waste disposal rates and services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

5.D. GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT WITH NORESCO FOR ENERGY CONSERVATION AND EFFICIENCY PROJECT UNDER AN ENERGY SERVICES COMPANY (ESCO) AGREEMENT

Presented by Mina Mikhael, Director of Public Works/City Engineer

— Recommended Action: 1) Approve the Guaranteed Maximum Price (GMP) Construction Contract with NORESCO, LLC in the amount of $6,875,016 for implementation of the Energy Conservation and Efficiency Project; 2) Authorize a purchase order for the Solis Group in the amount of $36,800 for administration of the Community Workforce Agreement (CWA); 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 4) Authorize the City Manager and City Clerk to execute the contract; and, 5) Authorize a budget allocation in the amount of $6,911,816 from the undesignated Measure R Fund balance for full project implementation.

5.E. ADOPTION OF A CITY COUNCIL POLICY ADDRESSING INTERRUPTIONS TO TWO-WAY AUDIOVISUAL MEETING SERVICES IN COMPLIANCE WITH SB 707

Presented by Adria M. Vicuna, Director of Government and Community Relations/City Clerk

— Recommended Action: Adopt City Council Policy No. 54 establishing procedures to address interruptions to two-way audiovisual and telephonic public access during City Council meetings, in compliance with Senate Bill (SB) 707.

6. PUBLIC HEARING

No Public Hearing items.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7.A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING THE FRIENDSHIP PARK IMPROVEMENTS PROJECT

Presented by Hysun Lee, Associate Engineer

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING A 3-DAY KOREAN FOOD FESTIVAL IN APRIL 2027 IN PARTNERSHIP WITH HUGH ENTERTAINMENT

Presented by Connie Hurtado, Community Services Supervisor

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING A FEASIBILITY ANALYSIS FOR THE CONVERSION OF SAN ANTONIO PARK FROM A SINGLE-USE FACILITY TO A MULTI-USE PARK

Presented by Alex Alarcon, Community Services Coordinator

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

— Aaron France, City Manager

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES

— Adria M. Vicuña, MMC, Director of Government and Community Relations/City Clerk

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Vicuña, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Vicuña, MMC
Director of Government and Community Relations
City Clerk

Date Posted: April 9, 2026

April 14, 2026
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

APPROVAL OF MINUTES

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of March 24, 2026.

Attachments

2026-03-24 CC M 4PM.pdf
2026-03-24 M 5PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD MARCH 24, 2026

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, March 24, 2026, at 4:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Franco, Sonne, Hoque, Traut
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Vicuña, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Adria M. Vicuña, MMC, Director of Government and Community Relations/City Clerk.

2A. ORAL COMMUNICATIONS

Mayor Traut announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being no requests to speak, Mayor Traut closed oral communications.

3. CLOSED SESSION

Mayor Traut stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Gov. Code Section 54956.8; Property: 7860 Beach Blvd., Buena Park; Negotiating Parties: Aaron France, City Manager and Kingsbarn Development Opportunities; Under Negotiation: Price, Terms and Conditions

Mayor Traut reconvened the meeting in open session and it was announced that no reportable action was taken for Item No. 3A.

ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 4:18 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD MARCH 24, 2026

1. GENERAL

The City Council met in a regular session on Tuesday, March 24, 2026, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Franco, Sonne, Hoque, Traut
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Vicuña, MMC, Director of Government and Community Relations/City Clerk.

1C. INVOCATION

The Invocation was led by Imam Mohamad El Zahed, Islamic Institute of Orange County.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Annabelle Navarro, Buena Terra Elementary School.

1E. CITY MANAGER REPORT

City Manager France reported on the following:

- Assistant City Clerk Almquist provided information regarding the 2026 Passport Walk-ins offered from April 7 through August 27, 2026. Passport walk-ins are available every Tuesday, Wednesday, and Thursday, 8:30 a.m. – 3:00 p.m. at Buena Park City Hall. For passport-related questions, please visit the Passport page on the City's website or contact the Passport Services Division at (714) 562-3758.
- Spring Eggstravaganza and Sustainability Fair, April 4, 2026, 8:00 a.m. – 12:00 p.m., at Boisseranc Park.
- All City Schools Youth Track and Field Meet, April 10, 2026, 5:00 p.m., at Buena Park High School. Check-in begins at 4:00 p.m.
- Pet License Renewal for a chance to win four tickets to Knott's Berry Farm. All renewals or new licenses must be paid between July 2026 and June 2026. Visit www.buenapark.com/pet to enter to win or learn more about licensing your pet.
- Applications are now open for the Youth in Action Microgrant Program. Youth ages 13 – 18 can apply for up to $999 to bring their community project to life. To learn more about the program and its requirements, visit www.buenepark.com/microgrant.
- Myrna Holmquist Communications Scholarship Program is now accepting applications from students pursuing a communications career. Up to $10,000 in scholarships will be available and divided between final recipients. Applications are available on www.buenapark.com or at Buena Park City Hall, 6650 Beach Boulevard, and are due on Thursday, April 2nd.
- Congratulated Carmen Koo and Deborah Diep for being honored with the Woman of Distinction Award by Senator Strickland and Senator Umberg, respectively.

2. PRESENTATIONS

2A. PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH

Council Member Sonne presented a Proclamation recognizing April 2026 as Fair Housing Month to Fair Housing Foundation Community Engagement Liaison Martha Torres.

3A. ORAL COMMUNICATIONS

Mayor Traut announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Lisa Shiba, Buena Park resident, spoke regarding her concerns about SEAACA's response to a call for service she had made.

Linda Luistro, Buena Park resident, spoke regarding the petition to expand the Walmart located in Buena Park Downtown, and a request to improve visibility of road markings on Beach Boulevard and La Palma Avenue.

There being no additional requests to speak, Mayor Traut closed oral communications.

City Manager France provided an update about the future City Council discussion regarding the SEAACA contract for animal control services.

City Attorney Cardinale indicated that the notice distributed to residents are not affiliated with the City, and provided more information about a citizen initiative petition to rezone the Walmart at the Buena Park Downtown.

4. CONSENT CALENDAR (4A – 4I)

Mayor Traut announced that Consent Calendar Item Nos. 4A through 4I would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4I:

MOTION: Franco
SECOND: Sonne
AYES: Franco, Sonne, Ahn, Hoque, Traut
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4I be approved.

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes of the Special City Council Meeting of February 19, 2026; Special City Council Meeting of March 3, 2026; and, Special and Regular City Council Meetings of March 10, 2026.

APPROVED the recommended action.

Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
Recommended Action: 1) Adopt Resolutions approving the Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 15090
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,653,686.97 DEMAND NOS. 434889 THROUGH 435109

RESOLUTION NO. 15091
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $19,441.37 COVERING RETIREE PAYROLL ENDING FEBRUARY 28, 2026

RESOLUTION NO. 15092
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,192,854.05 COVERING REGULAR PAYROLL ENDING FEBRUARY 27, 2026

Reports & Studies 129

4C. TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2026
Recommended Action: Receive and file the reports.

APPROVED the recommended action.

Proclamations 119

4D. PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH
Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Contracts 70 C-3641 Public Works Proj. 125 PW-988

4E. FINAL PAYMENT TO J&A ENGINEERING, DBA J&A FENCE, FOR THE EHLERS CENTER SECURITY FENCE PROJECT
Recommended Action: 1) Accept the project as complete and approve a final payment to J&A Engineering, dba J&A Fence, in the amount of $69,200; and 2) Direct the Public Works Department to file a Notice of Completion.

APPROVED the recommended action.

Contracts 70 C-3659 C-3501 C-3321 C-3326 C-3660 C-3661 C-3662

4F. PROFESSIONAL SERVICES AGREEMENTS WITH BKF ENGINEERS; COAST SURVEYING, INC.; HUNSAKER AND ASSOCIATES IRVINE, INC.; KDM MERIDIAN; MARK THOMAS & COMPANY, INC.; TOWILL, INC.; AND FUSCOE ENGINEERING, INC., FOR ON-CALL SURVEYING SERVICES
Recommended Action: 1) Approve a Professional Services Agreement with BKF Engineers to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with Coast Surveying, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with Hunsaker and Associates Irvine, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with KDM Meridian to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Mark Thomas & Company, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Approve a Professional Services Agreement with Towill, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 7) Approve a Professional Services Agreement with Fuscoe Engineering, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 8) Authorize the City Manager and City Attorney to make any necessary, nonmonetary changes to any of the agreements; and, 9) Authorize the City Manager and the City Clerk to execute the agreements.

APPROVED the recommended action.

Contracts 70 C-3663 C-3333 C-3330 C-3664 C-3665

4G. PROFESSIONAL SERVICES AGREEMENTS WITH AESCO, INC.; MTGL, INC.; NV5, INC.; SMITH-EMERY LABORATORIES; AND, TWINING, INC., FOR ON-CALL GEOTECHNICAL SERVICES

Recommended Action: 1) Approve a Professional Services Agreement with AESCO, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with MTGL, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with NV5, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with Smith-Emery Laboratories to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Twining, Inc.. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and, 7) Authorize the City Manager and the City Clerk to execute the agreements.

APPROVED the recommended action.

NPDES 203 Contracts 70 C-3666

4H. AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT IMPLEMENTATION AGREEMENT WITH THE COUNTY OF ORANGE, ORANGE COUNTY FLOOD CONTROL DISTRICT

Recommended Action: 1) Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees), and; 2) Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

APPROVED the recommended action.

Budgets 47 City Council 55

4I. APPROVE A BUDGET ALLOCATION FOR THE NEIGHBORHOOD ACTION DAY PILOT PROGRAM

Recommended Action: 1) Approve a budget allocation in the amount of $15,000 from the undesignated General Fund balance for this purpose.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5D)

Contracts 70 C-3667 Public Works Proj. 125 PW-994

5A. RESOLUTION ADOPTING SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH GOLDEN COAST CONSTRUCTION FOR THE 25-26 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT

Presented by Jason Tran, Associate Engineer

Recommended Action: 1) Adopt a resolution approving the specifications for the 25-26 Annual Wheelchair Ramp Program Project; 2) Award a contract to Golden Coast Construction in the amount of $79,966.53; 3) Authorize contingency funds in the amount of $12,033.47 in the same purchase order; 4) Authorize construction engineering in the amount of $8,000; 5) Authorize the City Manager and City Clerk to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

Associate Engineer Tran reported on the 25-26 Annual Wheelchair Ramp Program Project which is the construction of 22 wheelchair ramps at various intersections along Beach Boulevard, Stanton Avenue, the intersection of Western Avenue and Ninth Street, and the intersection of Holder Street and Ball Road. This project will enhance pedestrian accessibility, elevate residents' quality of life, and strengthen the City's reputation. The project was advertised for competitive bids on February 12, 2026, and eight bids were received and publicly opened on March 5, 2026. The responsible bid was submitted by Golden Coast Construction of La Habra, CA., in the amount of $79,966.53. It was recommended that the City Council award a contract to Golden Coast Construction in the amount of $79,966.53; approve construction engineering funds in the amount of $8,000; and, approve contingency funds in the amount of $12,033.47. Construction is anticipated to begin May 2026 and completed June 2026.

MOTION: Franco
SECOND: Hoque
AYES: Franco, Hoque, Ahn, Sonne, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15093
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING SPECIFICATIONS FOR 25-26 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT IN SAID CITY

Contracts 70 C-3668 Budgets 47

5B. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR CITYWIDE LANDSCAPING SERVICES AND APPROVE A BUDGET AMENDMENT
Presented by Joe Hunt, Public Works Manager

Recommended Action: 1) Approve a Professional Services Agreement with Mariposa Landscapes, Inc. ("Mariposa") for Citywide landscape maintenance services from April 1, 2026, through June 30, 2029, in the approximate amount of $4,208,830; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the Agreement; 3) Authorize the City Manager and City Clerk to execute the Agreement; and, 4) Approve a budget amendment in the amount of $24,000 for this purpose.

Public Works Manager Hunt provided a report regarding Citywide landscape maintenance services. Staff issued a formal Request for Proposals (RFP) for such service and received ten proposals in return. The proposals were subsequently reviewed by an evaluation committee of internal subject matter experts, in accordance with the criteria outlined in the RFP, and selected the top three companies wherein they were invited to present to the committee as well as partake in an oral interview. The committee unanimously recommended the top-ranked proposal as the best value to the City which was Mariposa Landscapes, Inc. Moreover, Public Works Manager Hunt explained the scope of work for the agreement including some enhancements from the original Citywide landscape maintenance services agreement. The agreement with Mariposa Landscapes, Inc. will commence on April 1, 2026, and continue through June 30, 2029 with two optional one-year extensions available upon mutual agreement.

MOTION: Traut
SECOND: Hoque
AYES: Traut, Hoque, Ahn, Franco, Sonne
NOES: None

MOTION CARRIED to approve the recommended action.

Admin. Svcs. 112

5C. REORGANIZATION PLAN FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT'S BUILDING DIVISION AND APPROVAL OF A BUDGET ALLOCATION TO ADD ONE ADDITIONAL SENIOR BUILDING INSPECTOR/PLAN CHECKER POSITION
Presented by Rebecca Valdez, Human Resources Manager

Recommended Action: 1) Approve reclassifying one Building Inspector position to Senior Building Inspector/Plan Checker position in the Building Division of the Community and Economic Development Department; and 2) Appropriate funds in the amount of $30,000 annually from the undesignated general fund reserve to allocate funding for the reclassified Senior Building Inspector/Plan Checker position.

Human Resources Manager Valdez discussed the reorganization plan for the Community and Economic Development Department's Building Division including the addition of a second Senior Building Inspector/Plan Checker to improve structural oversight and operational resilience. Expanding senior-level capacity mitigates single-point reliance and ensures service continuity during staff absences, peak workload periods, and emergency response situations. Moreover, from a service delivery perspective, strengthening in-house plan review capabilities supports timely permit issuance, shortens turnaround times, and helps uphold customer service standards. Retaining this expertise internally also minimizes dependence on external consultants and preserves institutional knowledge within the organization. The Human Resources Department recently completed a review of staff's succession plan, department goals, and priorities. As a result, staff recommended the reclassification of one Building Inspector to the Senior Building Inspector/Plan Checker position to ensure the organizational structure provides for the delivery of exceptional services to the community.

MOTION: Traut
SECOND: Ahn
AYES: Traut, Ahn, Franco, Hoque, Sonne
NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3528

5D. AMENDMENT NO. 3 TO THE PURCHASE AND SALE AGREEMENT FOR CITY-OWNED PROPERTY AT 7860 BEACH BOULEVARD
Presented by Matt Foulkes, Director of Community and Economic Development

Recommended Action: 1) Approve a Third Amendment to the Purchase and Sale Agreement with KB Acquisitions, LLC, for the sale of the City-owned property located at 7860 Beach Boulevard (the "Property"); 2) Authorize the City Manager and City Attorney to make nonmonetary changes to the agreement and associated documents that are reasonably necessary to facilitate the transaction; and, 3) Authorize the City Manager and City Clerk to execute the Third Amendment and associated documents needed to facilitate the closing in a form approved by the City Attorney.

Director of Community and Economic Development Foulkes reported on the amendment to the Purchase and Sale agreement with KB Acquisitions, LLC, for the sale of the City-owned property located at 7860 Beach Boulevard. As of the writing of the report, the Developer has satisfied the majority of conditions required to close escrow, including financial commitments. The remaining item is completion of the construction plans, which are in the final stages of the City's building plan review. The City is currently reviewing the latest submittal and anticipates completing the plan check process within the next few weeks. The PSA schedule of performance has been updated to reflect the revised projected timeline for plan check completion. To allow sufficient time for the parties to finalize and approve the project's building plans, the Developer has requested, and staff recommended, approval of a third amendment to the PSA for the sole purpose to authorize a final extension of the outside closing date and related updates to the project schedule. The City and Developer are confident that this final extension will allow the Developer to close escrow and, promptly thereafter, commence the construction of the Project. It was noted, however, that the City may terminate escrow if closing conditions are not met and retains the right to reacquire the property if the Developer fails to proceed with construction after closing.

MOTION: Ahn
SECOND: Sonne
AYES: Ahn, Sonne, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action.

6. PUBLIC HEARING (6A)

Block Grants 1913

6A. APPROVAL OF PROPOSED ACTIVITIES AND BUDGET FOR THE FISCAL YEAR (FY) 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
Presented by Sarabeth Suarez, Housing and CDBG Analyst

Recommended Action: 1) Review and approve the proposed activities and budget for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Program; and 2) Authorize the Economic Development Division to incorporate the approved activities and budget into the FY 2026-2027 Annual Action Plan.

Mayor Traut stated that this was the time and place for a public hearing to consider the review and approval of the proposed activities and budget for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Program.

Housing and CDBG Analyst Suarez discussed the proposed activities and budget for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Program. The City published and posted a notice of CDBG funding availability to request proposals for FY 2026-27 and received seven funding requests from City departments and five funding requests from non-profit agencies for a total amount of $1,146,885. An additional funding request for public infrastructure improvements was received; however, the applicant subsequently withdrew the request due to potential project timeline delays, and it was removed from further consideration. At its January 22, 2026 meeting, the CDBG Committee discussed the funding requests, staff recommendations, and site visit assignments. The Committee also discussed the Harm Reduction Circle Health Stabilization Program, noting similarities to the City's Homeless Outreach Program, and ultimately agreed not to recommend funding, favoring in-house service delivery for fiscal responsibility, oversight, and to avoid duplication of services. The Department of Housing and Urban Development (HUD) has not yet announced the City's CDBG allocation; however, HUD requires that all grantees proceed with the budget process using an estimated allocation. In reference to the City's CDBG allocation for FY 2025-26, staff estimated the FY 2026-27 budget to include $751,385 in grant funds and $277,325 from prior years' unprogrammed funds for a total amount of $1,028,710. The approved budget recommendation meets HUD's 20% administrative and planning funding cap and 15% public service funding cap, and will be proportionally adjusted by staff, at the City Manager's discretion, once the City's official CDBG allocation is received.

Mayor Traut opened the public hearing and inquired if anyone present desired to speak. There being none, Mayor Traut closed the public hearing.

City Attorney Cardinale announced Council Member Franco's recusal from voting on the approval of Giving Children Hope's proposal due to a conflict of interest, as he serves as a board member of Giving Children Hope.

MOTION: Traut
SECOND: Sonne
AYES: Traut, Sonne, Ahn, Franco, Hoque
NOES: None

MOTION CARRIED to approve the recommended action (Council Member Franco recused on the approval of the funding request for Giving Children Hope due to a conflict of interest.)

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. REPORT

Council Member Ahn reported the following:

- March 13 BPSD Groundbreaking Ceremony: Beatty Middle School Gymnasium
- March 23 Tour of OCFA Station 61 with Congressman Derek Tran

Council Member Sonne reported the following:
- March 12-14 CivicWell Policymakers Conference
- March 17 BP Employees St. Patrick's Day Celebration
- March 18 OCPA 2026 Strategic Planning Workshop
- March 19 Swearing-in Ceremony for Captain Dieringer, Corporal Procel and Officer Lazaro
- March 21 51st Americana Awards Gala
- March 22 OCPA Legislative and Regulatory Committee Meeting

Council Member Sonne indicated that at its March 12 – 14, 2026 Civicwell Policymakers Conference, she attended sessions on Wildfire Resilience and Rebuilding Strategies; Transformative Neighborhood-Scale Energy Solutions; and, Building Bonds Between Housing and Climate Resilience. Additionally, Council Member Sonne provided an overview of OCPA's Renter Energy Efficient Program and encouraged residents to apply.

Council Member Franco reported the following:
- March 12-14 CivicWell Policymakers Conference
- INS Ice Beer Soft Opening
- Mayors of Ensenada and Tijuana Visit

Council Member Franco summarized key learnings from attending the March 12 – 14, 2026 CivicWell Policymakers Conference.

Vice Mayor Hoque reported the following:
- March 11 Press Conference with Minority Leader Hakeem Jeffries
- March 14 Korean Resource Fair 2026
- March 14 OC Supervisor Katrina Foley's Fifth Annual Women Making a Difference Awards
- March 19 Swearing-in Ceremony for Captain Dieringer, Corporal Procel and Officer Lazaro
- March 20 Breakfast Club with Secretary Weber
- March 21 51st Americana Awards Gala
- March 24 Eid Recognition with Board of Supervisors

Vice Mayor Hoque provided an update about recent District 4 street improvements.

Mayor Traut reported the following:
- March 11 OCFA Budget and Finance Committee Meeting
- March 12 25th Annual Middle & High School Art Show Awards Reception
- March 14 OCFA Open House
- March 19 Brenner Park Design Meeting
- March 19 Swearing-in Ceremony for Captain Dieringer, Corporal Procel and Officer Lazaro
- March 20 Breakfast Club with Secretary Weber

8. RECESS/RECONVENE

Mayor Traut recessed the meeting at 5:53 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:04 p.m.

9. STUDY SESSION (9A – 9D)

9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE NORTH ORANGE COUNTY CHAMBER (NOCC) PARTNERSHIP PROPOSAL
Presented by Eddie Fenton, Assistant City Manager/Director of Human Resources

Assistant City Manager/Director of Human Resources Fenton presented the North Orange County Chamber (NOCC) partnership proposal, “Strengthening Business, Strengthening Our City.” At its January 13, 2026 meeting, the City Council received a report and provided direction to negotiate the terms and conditions of the partnership outlined in the proposal and bring the item back at a future City Council meeting for consideration. Assistant City Manager Fenton discussed the NOCC’s responses and counter-proposed conditions for City Council consideration. As stated by the NOCC, the City’s investment delivers tangible value by not only supporting advocacy efforts but also by providing each licensed business with measurable digital tools and increased online exposure. In order for the program to be effective, the NOCC requires a commitment of $100,000. Assistant City Manager Fenton stated that the proposed program has not been implemented in any other city; and the need is for a significant allocation of Economic Development Fund resources to subsidize chamber memberships. Should the City Council be uncomfortable with this amount, it is unlikely the NOCC would be willing to move forward with their program. In addition, the NOCC is proposing an opt-out rather than an opt-in approach, though neither option was discussed in detail on the January 13, 2026 City Council meeting. Staff sought City Council direction on aspects of funding, distribution of funds, progress reporting structure, opt-in vs. opt-out model, and whether the proposal applies to new NOCC members or new and current members.

Johny Hong, NOCC Member and Business Owner, spoke regarding the benefits of being an NOCC member and urged the City Council to consider the proposed partnership with the NOCC.

Isaid Arteaga, Buena Park Black Bear Diner General Manager, spoke regarding the benefits of being an NOCC member and the restaurant CEO’s participation in the chamber’s online initiative.

Council Member Franco spoke in support of the NOCC’s proposal; and discussed the value in supporting and investing in local businesses in funding City programs and services. He recognized the NOCC’s notable innovative approach in promoting businesses; and suggested the $100,000 program cost be approved as a grant disbursed all at one-time, instead of as a pilot program. If the program does not succeed, no further investment will be made. Council Member Franco asked about expanding the program model to accommodate additional businesses, and the NOCC’s ambassador program. As for the use of AI in marketing, this should not be the sole focus in promoting Buena Park businesses. Instead, Council Member Franco emphasized the value of the proposed program by the NOCC because it is not focused on one marketing approach but a well-rounded one.

Council Member Ahn discussed the various, recent City improvements supported by the City Council and expressed support and efforts in strengthening businesses in Buena Park. Additionally, Council Member Ahn spoke in favor of the partnership with NOCC for the proposed program especially because 1,000 businesses will benefit from the membership incentives for an entire year.

Council Member Sonne raised concerns about proceeding with the item for it is too costly to justify using taxpayer funds. Instead, Council Member Sonne expressed a preference for City businesses to join a chamber of their choice as it benefits them, and for the City Council to consider means to support local businesses in a way that exhibits equity and fairness. Council Member Sonne also raised concerns about lack of evidence on the benefits of listing a Buena Park business on NOCC’s online directory; and the significant amount of money being asked to fund a program that has not been implemented in other cities.

Vice Mayor Hoque noted her comfort level in allocating $25,000-$30,000 for a program to support local businesses, prior to outsourcing for additional funding. Moreover, Vice Mayor Hoque discussed the value of advancement in technology through the years, and that it is worth exploring AI’s potential in strengthening businesses in Buena Park.

Mayor Traut proposed an alternative program to partner with a local chamber to offer a full-priced membership to Buena Park businesses with an active business license, and discussed its eligibility requirements. The grant would be awarded to an eligible Buena Park business, covering up to $600 for a membership with a local chamber of choice. Mayor Traut also suggested starting with $5,000 to launch the one-year pilot program, with a budget allocation of up to $30,000 contingent on its success; and $5,000 for marketing purposes. Moreover, Mayor Traut asked about the NOCC's proposal as it relates to the immediate and direct benefits of a full-fledged membership in addition to the business listing on the e-directory. Mayor Traut also commented about optimizing the use of AI in strengthening Buena Park businesses online, and expressed interest in exploring more information on that aspect for future City Council discussion.

Andrew Gregson, NOCC President, highlighted the promotional and marketing initiatives carried out for NOCC members, and recent increase in their online reach. The NOCC uses search word optimization for various online search platforms which generated last month's boost in business searches on the NOCC website. Mr. Gregson provided information on the benefits of the NOCC's proposal in strengthening the business economy in Buena Park for the City to continue delivering great programs and services. The NOCC hosts workshops for their members' employees to help develop and improve their businesses. As for the expansion of the program model, Mr. Gregson explained that the NOCC could accommodate a few additions, but may require more funding for anything significant. Mr. Gregson also discussed the ambassador program wherein members advocate for NOCC's initiatives and assist in recruiting new members. With regards to the proposed option C, Mr. Gregson indicated that with such a small scale of a program, there would be no meaningful impact. The program model proposed by the NOCC was designed to reach a broader audience as opposed to a limited one.

Following the discussion, the City Council supported Mayor Traut's alternative proposal of a program to support Buena Park businesses by offering grants of up to $600 for chamber membership of choice, starting with $5,000 in funding and potentially expanding to $30,000 based on success, and a budget of $5,000 for marketing.

City Manager France indicated that staff will meet with NOCC to discuss utilizing the $5,000 proposed budget to promote the new program.

RECESS/RECONVENE

Mayor Traut recessed the meeting at 8:05 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 8:22 p.m.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING THE INSTALLATION OF A LITERACY WALK AT HEROES PARK
Presented by Maddie Villapando, Community Services Supervisor

Item taken out of order.

Community Services Supervisor Villapando reported on the installation of a Literacy Walk at Heroes Park to promote literacy, physical activity, and community engagement. The Literacy Walk is designed to enhance the park experience by integrating early literacy development with movement in an accessible outdoor environment. A pilot program will be implemented in District 4 beginning with installation at Heroes Park, to enable staff to assess community engagement, program effectiveness, and opportunities for potential expansion to additional park locations throughout the City. Moreover, the installation of a Literacy Walk would promote early childhood literacy, encourage outdoor physical activity, and provide a free and accessible educational amenity for the community. The City of Buena Park, in partnership with Centralia Elementary School District, encourage staff and students of San Marino Elementary School to use the Literacy Walk during school hours, providing teachers with an additional outdoor learning opportunity, maximizing its utilization and community impact. Community Services Supervisor Villapando discussed the display signs along the pathway that wraps around the playground area explaining the purpose and function of the Literacy Walk. Stories featured along the Literacy Walk will be rotated every other month, with seasonal themes during major holidays, and may include prompts that encourage physical activity. Furthermore, the total cost of the Literacy Walk, including materials and installation, is $28,808.50. There is currently no budget allocated for this program. Therefore, staff recommended a budget allocation of $30,000 to Account No. 11-6240-275130 for this purpose. It was noted that staff is also in the process of securing a $10,000 grant from Providence St. Jude Medical Center to help offset project expenses.

Council Member Sonne requested there be books available in multiple languages.

Council Member Franco spoke in support of the installation of a Literacy Walk at Heroes Park.

Mayor Traut read a statement from Centralia Elementary School District Superintendent Martinez about the value and benefits of the Literacy Walk to the community.

Following the discussion, the City Council directed staff to proceed with the installation of a Literacy Walk at Heroes Park and approved a budget allocation of $30,000 to Account No. 11-6240-275130 for this purpose.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY OF BUENA PARK CELEBRATION OF AMERICA'S 250TH ANNIVERSARY
Presented by Jim Box, Director of Community Services

Director of Community Services Box provided a report regarding a request to explore the opportunity to host a community celebration recognizing the upcoming 250th anniversary of the founding of the United States. Staff suggested incorporating this celebration to the City's Summer Concerts Program Series by making the opening night a patriotic kickoff event. In addition, staff is working with leadership at Knott's Berry Farm to secure the area in front of the historic Independence Hall replica as the event venue. Staff proposed hosting the event on Wednesday, July 1, 2026, from 6:00 p.m. to 9:00 p.m., as the kickoff event for the 2026 Summer Concert Series, with the event theme "Celebrating America – 250 Years!." Director Box explained the planned activities and programming for the said event which aims to foster a festive, community-oriented atmosphere that celebrates the nation's history while uniting residents and visitors for the launch of the City's summer programming. Parking and transportation logistics are currently being coordinated between Knott's Berry Farm and the nearby Buena Park Downtown located across Stanton Boulevard. Other parking options as well as shuttle service transportation are being explored. It was emphasized that the proposed "Celebrating America... 250 Years!" event would serve as a unique and meaningful kickoff to the City's Summer Concert Series while commemorating a historic milestone for the nation, and hosting the event at Knott's Berry Farm in front of Independence Hall would provide an iconic setting that aligns with the patriotic theme and enhances the community experience. Staff sought City Council direction with the planning and coordination of this event.

The City Council discussed organizing a Mayor and Vice Mayor art contest for the youth wherein the winners will be recognized at the community celebration event; plans for accommodating parking for event attendees; advertising the event as a Citywide special event rather than as part of the Summer Concert series; adding a drone show for the event; and the cost for coverage of the sound system, lighting equipment, and rental of 10x10 booths, tables and chairs.

Director Box stated that staff and the Cultural Engagement Commission will work together to sponsor the art contest. The event could also be advertised as a Citywide special event rather than a Summer Concert at the park. At its next site visit, Council Members are invited to participate in assessing parking conditions and booths set up for the event. As for the anticipated cost for the proposed event, it was noted that certain items are already owned by the City, which would help reduce overall costs. However, staff expressed interest in purchasing items consistent with the event theme as well as a portable stage which will not be provided by Knott's Berry Farm.

City Manager France indicated that an aerial show would be a significant added cost; however, staff could discuss such recommendation with Knott's Berry Farm.

Following the discussion, the City Council directed staff to proceed with the planning and coordination of the event.

9D. DISCUSS AND PROVIDE DIRECTION REGARDING ASSEMBLY BILL AB 2463 (PETRIE-NORRIS)
Presented by Jessica Fewer, Senior Management Analyst

Senior Management Analyst Fewer provided reported on AB 2463 (Petrie-Norris) which is a proposal to change the method used to determine allowable profits for electric and gas utilities. AB 2463 does not directly relate to City operations and oversight, and was brought before the City Council for further discussion. At this time, the California Public Utilities Commission

(CPUC) determines profit levels using financial models that assess the risks utilities assume when investing in infrastructure. The bill requires the CPUC to reevaluate its models and establish a more transparent, consistent framework for setting utility profits based on market conditions and risk. The bill also directs the CPUC to adjust utility profits when circumstances change; emphasizes the need to evaluate current adjustment mechanisms to confirm their effectiveness and to prevent utilities from earning full profits on projects where they did not assume the complete financial risk; and, promotes linking a portion of utility earnings to performance metrics such as reliability, safety, and prompt service. Furthermore, AB 2463 aims to protect ratepayers from overpaying by aligning utility profits with actual risk and performance, ensuring earnings are fair and investments remain attractive.

The City Council spoke in support of the item and approved the Mayor to sign the letter of support for AB 2463.

10. CITY MANAGER REPORT

City Manager France reported on the following:
- 2026 Police Appreciation Luncheon, April 23, 2026, 9:30 a.m., at the Heritage Hall.
- Tentative schedule for the Arbor Day event is May 2, 2026.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Vicuña reported three vacancies for District 2 for the following Commissions: Planning Commission, Cultural Engagement Commission, and Traffic and Transportation Commission. Interested residents may contact Council Member Franco, submit an application online, or contact the City Clerk's Office for more information.

12. ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 8:59 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

April 14, 2026
CONSENT CALENDAR
Item No. 4B.

City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

Claims 435110-435308 reso.pdf
Claims 435110-435308 att1of2 resolist.pdf
Claims 435110-435308 att2of2 voids.pdf
Claims PR032026 reso.pdf
Claims PR032026 att1of1 resolist.pdf
Claims PR033126 retiree reso.pdf
Claims PR033126 retiree att1of1 resolist.pdf
Claims PR040326 reso.pdf
Claims PR040326 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $5,813,523.96 DEMAND NOS., 435110 THROUGH 435308 CANCELLED NO 424425 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos. 435110 through 435308 the sum of $5,813,523.96 set forth on the 14-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2026 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2026

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20260312 00:00:00.000' and '20260325 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	424425 V	01/14/26	10007111	OC CLERK-RECORDER'S OFFI	11	7039 OR'THORPE	0.00	-50.00
1011	435110	03/25/26	10014874	AUSTIN BEVER	106117	HOSTED MEDIA	0.00	9,500.00
1011	435111	03/25/26	10003451	A T & T	650302	25082759691016 MAR-26	0.00	86.53
1011	435112	03/25/26	10003451	A T & T	650302	25082912039566 MAR-26	0.00	86.53
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1011	435115	03/25/26	10003794	A T & T	860810	9391026053 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026100 MAR-26	0.00	62.26
1011	435115	03/25/26	10003794	A T & T	170670	9391026052 FEB-26	0.00	31.82
1011	435115	03/25/26	10003794	A T & T	170670	9391026060 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026093 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391031461 FEB-26	0.00	31.91
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1011	435115	03/25/26	10003794	A T & T	170670	9391026086 FEB-26	0.00	36.97
1011	435115	03/25/26	10003794	A T & T	170670	9391026096 FEB-26	0.00	62.26
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1011	435115	03/25/26	10003794	A T & T	170670	9391026087 FEB-26	0.00	92.34
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1011	435115	03/25/26	10003794	A T & T	170670	9391026061 FEB-26	0.00	92.62
1011	435115	03/25/26	10003794	A T & T	860810	9391026103 FEB-26	0.00	101.02
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1011	435115	03/25/26	10003794	A T & T	170670	9391036451 FEB-26	0.00	499.68
1011	435115	03/25/26	10003794	A T & T	170670	9391026051 FEB-26	0.00	412.06
1011	435115	03/25/26	10003794	A T & T	650302	9391026099 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026051 JAN-26	0.00	412.06
1011	435115	03/25/26	10003794	A T & T	650302	9391026066 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	650302	9391026065 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	650302	9391026095 FEB-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	650302	9391026075 FEB-26	0.00	35.08
1011	435115	03/25/26	10003794	A T & T	650302	9391026090 FEB-26	0.00	92.34
1011	435115	03/25/26	10003794	A T & T	650302	9391026064 FEB-26	0.00	122.95
1011	435115	03/25/26	10003794	A T & T	650302	9391026059 FEB-26	0.00	153.30
1011	435115	03/25/26	10003794	A T & T	650302	9391031460 FEB-26	0.00	176.55
1011	435115	03/25/26	10003794	A T & T	650302	9391026074 FEB-26	0.00	186.90
1011	435115	03/25/26	10003794	A T & T	650302	9391026092 FEB-26	0.00	214.55

SELECTION CRITERIA: transact.trans_date between '20260312 00:00:00.000' and '20260325 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
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1011	435115	03/25/26	10003794	A T & T	650302	9391026080 FEB-28	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026107 MAR-26	0.00	31.49
1011	435115	03/25/26	10003794	A T & T	170670	9391026055 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026112 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026056 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391026113 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391050380 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	126143	9391026115 MAR-26	0.00	31.91
1011	435115	03/25/26	10003794	A T & T	170670	9391036465 MAR-26	0.00	462.92
TOTAL CHECK							0.00	6,698.01
1011	435116	03/25/26	10004247	A T & T MOBILITY	631140	287260985373 FEB-26	0.00	250.15
1011	435117	03/25/26	10004247	A T & T MOBILITY	275105	287306643033 MAR-26	0.00	40.74
1011	435118	03/25/26	00010359	ADMINSURE INC	107410	WKS COMP CLAIM/APR-26	0.00	12,026.00
1011	435119	03/25/26	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B VAC/PHYS/DEC-25	0.00	90.00
1011	435119	03/25/26	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B VAC/PHYS/FEB-26	0.00	345.00
1011	435119	03/25/26	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B VAC/PHYS/FEB-26	0.00	90.00
TOTAL CHECK							0.00	525.00
1011	435120	03/25/26	10014356	AIR CONDITIONING SOLUTIO	77	PMT#2 RET/FINAL	0.00	-1,598.25
1011	435120	03/25/26	10014356	AIR CONDITIONING SOLUTIO	170670	PMT#2 STAGE STP/FINAL	0.00	31,965.00
1011	435120	03/25/26	10014356	AIR CONDITIONING SOLUTIO	106131	HVAC REPAIR	0.00	1,690.00
1011	435120	03/25/26	10014356	AIR CONDITIONING SOLUTIO	106131	HVAC REPAIR	0.00	1,989.00
TOTAL CHECK							0.00	34,045.75
1011	435121	03/25/26	10014356	AIR CONDITIONING SOLUTIO	77	STAGE STOP/RETENTION	0.00	2,497.80
1011	435122	03/25/26	10003198	ALL CITY MANAGEMENT SERV	550502	SCH CR GRD 2/15-28/26	0.00	10,861.20
1011	435123	03/25/26	10013705	ALL PRO BEVERAGE, INC.	170670	4 BOXES COFFEE	0.00	437.98
1011	435123	03/25/26	10013705	ALL PRO BEVERAGE, INC.	170670	CHOCOLATE VANILLA/CSE	0.00	184.01
1011	435123	03/25/26	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE	0.00	212.06
TOTAL CHECK							0.00	834.05
1011	435124	03/25/26	00004793	ALL STAR GLASS INC	171710	WINDSHIELD	0.00	515.00
1011	435125	03/25/26	10011634	UNIVERSAL PROTECTION SER	650308	JAIL CONTRACT/FEB-26	0.00	38,545.38
1011	435126	03/25/26	10014939	ROLA TAMIM ALQUZA	160410	RF/CR.BAL OCSD-25-100	0.00	1.35
1011	435126	03/25/26	10014939	ROLA TAMIM ALQUZA	11	RF/CR.BAL OCSD-25-101	0.00	25.52
1011	435126	03/25/26	10014939	ROLA TAMIM ALQUZA	11	RF/CR.BAL OCSD-25-100	0.00	25.65
1011	435126	03/25/26	10014939	ROLA TAMIM ALQUZA	160410	RF/CR.BAL OCSD-25-101	0.00	1.34
TOTAL CHECK							0.00	53.86
1011	435127	03/25/26	10014937	CARLOS ALVARADO	731105	REBATE/ELECT EQUIP	0.00	200.00
1011	435128	03/25/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU COSTS/DEC25	0.00	239.34

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435128	03/25/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/DEC-25	0.00	401.70
1011	435128	03/25/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTRFLY CSE.#2/DEC25	0.00	1,489.61
1011	435128	03/25/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BALUBHAI PATEL/DEC-25	0.00	11,600.80
1011	435128	03/25/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW MO RET/DEC-25	0.00	22,500.00
TOTAL CHECK							0.00	36,231.45
1011	435129	03/25/26	00006012	AMBIUS INC	170670	PLANT SVC/MAR-26	0.00	372.02
1011	435130	03/25/26	00009407	AMERICAN TRUCK & TOOL RE	860810	CONCRETE	0.00	460.20
1011	435131	03/25/26	10014708	AQUA BACKFLOW, INC	352363	CCC PROGRAM	0.00	389.50
1011	435131	03/25/26	10014708	AQUA BACKFLOW, INC	352363	BACKFLOW INVENTORY	0.00	389.50
TOTAL CHECK							0.00	779.00
1011	435132	03/25/26	10014947	ARACELY ARMENTA	11	REF/DEPOSIT#R13117	0.00	500.00
1011	435133	03/25/26	10014930	ARTS ORANGE COUNTY	190072	ARTS/MSTR PLAN/FEB-26	0.00	8,333.33
1011	435134	03/25/26	10008010	AXON ENTERPRISE, INC.	650402	TRUE UP - FLEET 3 ADVA	1,549.80	19,261.80
1011	435134	03/25/26	10008010	AXON ENTERPRISE, INC.	650402	FLEET 3 ADVANCED FOR 4	0.00	18,527.28
1011	435134	03/25/26	10008010	AXON ENTERPRISE, INC.	650402	TAX	0.00	1,058.87
TOTAL CHECK							1,549.80	38,847.95
1011	435135	03/25/26	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	882.72
1011	435136	03/25/26	10011115	BLANK ROME LLP	110105	BUTTERFLY PAVIL/FEB26	0.00	72,299.87
1011	435137	03/25/26	10013147	BRODMANN BROTHER'S, INC.	11	REF/B-25-1263 WASTE	0.00	1,153.98
1011	435138	03/25/26	10011862	PETER JOSEPH BUCKNAM	560211	PAVE PROG/FEB-26	0.00	16,132.99
1011	435139	03/25/26	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	52.09
1011	435140	03/25/26	00000860	BUENA PARK UNIFIED SCHOO	11	REF/#P22-043 WHITAKER	0.00	30,000.00
1011	435141	03/25/26	00000021	CALIF FORENSIC PHLEBOTOM	650402	FEB 26 BLOOD DRAWS	0.00	2,195.06
1011	435142	03/25/26	00000407	CAMERON WELDING SUPPLY I	171710	PROPANE	0.00	115.22
1011	435143	03/25/26	10008346	JAMES NOWLIN	275140	7520 DALE ST/SECURITY	0.00	508.62
1011	435144	03/25/26	10014945	LINA MARIA CENTENO	11	REF DEPOSIT#R13227	0.00	500.00
1011	435145	03/25/26	10014613	CENVEO WORLDWIDE LIMITED	126120	#10 WINDOW DIAGONAL SE	0.00	1,526.25
1011	435145	03/25/26	10014613	CENVEO WORLDWIDE LIMITED	126120	SALES TAX	0.00	133.55
TOTAL CHECK							0.00	1,659.80
1011	435146	03/25/26	10014934	CHANG. PETER	52	UB REFUND	0.00	133.09
1011	435147	03/25/26	10014450	CHANIN KELLY-RAE CONSULT	121110	INCLUSION/FEB-MAR-26	0.00	5,875.00
1011	435148	03/25/26	10012931	CHARTER COMMUNICATIONS	650302	187624701 MAR-26	0.00	466.77

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435149	03/25/26	10012931	CHARTER COMMUNICATIONS	170670	188670701 MAR-26	0.00	832.97
1011	435150	03/25/26	10012931	CHARTER COMMUNICATIONS	650302	188676101 MAR-26	0.00	1,160.83
1011	435151	03/25/26	10012931	CHARTER COMMUNICATIONS	650302	188676401 MAR-26	0.00	13.47
1011	435152	03/25/26	10012931	CHARTER COMMUNICATIONS	170670	188676501 MAR-26	0.00	832.97
1011	435153	03/25/26	10012931	CHARTER COMMUNICATIONS	275305	222866301 MAR-26	0.00	1,099.00
1011	435154	03/25/26	10012931	CHARTER COMMUNICATIONS	106132	238207201 MAR-26	0.00	1,080.00
1011	435155	03/25/26	10012931	CHARTER COMMUNICATIONS	650302	238915001 MAR-26	0.00	509.06
1011	435156	03/25/26	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.41
1011	435157	03/25/26	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING	0.00	3,535.50
1011	435158	03/25/26	10006450	COLONIAL LIFE	73	INS.PREMIUM/FEB-26	0.00	601.18
1011	435159	03/25/26	10006011	COMMERCIAL CONTROLS CORP	650303	MAINT/MARCH-26	0.00	2,400.00
1011	435160	03/25/26	10014819	COMMERCIAL DOOR OF LA CO	170670	FURNISH AND INSTALL NE	0.00	4,670.00
1011	435161	03/25/26	10014932	JOSEPH CORDI	107420	GEN CLAIM SLMNT#26-06	0.00	6,124.53
1011	435162	03/25/26	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/FEB-26	0.00	350.65
1011	435163	03/25/26	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS BILL/FEB-26	0.00	2,478.00
1011	435164	03/25/26	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER/FEB-26	0.00	1,129.32
1011	435165	03/25/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	188.28
1011	435165	03/25/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	969.93
TOTAL CHECK							0.00	1,158.21
1011	435166	03/25/26	00002728	DANIELS TIRE SERVICE	171710	STOCK ORDER	0.00	776.95
1011	435166	03/25/26	00002728	DANIELS TIRE SERVICE	171710	STOCK ORDER	0.00	839.04
TOTAL CHECK							0.00	1,615.99
1011	435167	03/25/26	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE#E2261038SN	0.00	225.00
1011	435167	03/25/26	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE#E2261041SN	0.00	225.00
TOTAL CHECK							0.00	450.00
1011	435168	03/25/26	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/FEB-26	0.00	83.00
1011	435168	03/25/26	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/FEB-26	0.00	292.00
1011	435168	03/25/26	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/FEB-26	0.00	1,577.00
TOTAL CHECK							0.00	1,952.00
1011	435169	03/25/26	10014926	DIAZ TOP ROOFING SERVICE	11	REF/RF-26-16 WASTE	0.00	585.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435170	03/25/26	10013677	DOGTEAMPRO, INC.	650405	PUG PLAN ANN SUBS/K-9	0.00	499.00
1011	435171	03/25/26	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION FEB-26	0.00	2,873.69
1011	435171	03/25/26	00000035	DOOLEY ENTERPRISES INC	650407	AMMUNITION/FEB-26	0.00	1,942.73
TOTAL CHECK							0.00	4,816.42
1011	435172	03/25/26	10000001	CITY OF DOWNEY	160108	SEAACA 2ND INST.25-26	0.00	434,945.00
1011	435173	03/25/26	10014485	DUTHIE ELECTRIC SERVICE	170670	GENERATOR SVC/JAN-26	0.00	1,574.29
1011	435173	03/25/26	10014485	DUTHIE ELECTRIC SERVICE	170670	GENERATOR SVC/JAN-26	0.00	1,955.38
1011	435173	03/25/26	10014485	DUTHIE ELECTRIC SERVICE	170670	GENERATOR SVC/JAN-26	0.00	1,543.13
TOTAL CHECK							0.00	5,072.80
1011	435174	03/25/26	10014561	EDGESOFT, INC	190062	SFTWAR SUBS/MAR-26	0.00	12,432.00
1011	435175	03/25/26	10014941	HEBA ELACHKAR	11	REF DEPOSIT#R13225	0.00	500.00
1011	435176	03/25/26	10002187	ENGINEERING RESOURCES OF	590185	KNOTT REHAB/FEB-26	0.00	29,595.00
1011	435177	03/25/26	10014924	DAVID ENKHORN	11	REF/RF-26-18 WASTE	0.00	360.00
1011	435178	03/25/26	00006560	ENTERPRISE FM TRUST, INC	650603	4 LEASE VEH/MAR-26	0.00	1,192.90
1011	435179	03/25/26	00010578	ENVIRONMENTAL SYS RESEAR	352363	MATERIAL 193206: YEAR	0.00	15,100.00
1011	435179	03/25/26	00010578	ENVIRONMENTAL SYS RESEAR	160105	MATERIAL 193206: YEAR	0.00	45,200.00
TOTAL CHECK							0.00	60,300.00
1011	435180	03/25/26	00004554	MARIO ESCAMILLA	160110	TRAIN SUBSIDY/FEB-26	0.00	125.00
1011	435181	03/25/26	00000797	MARIA ESQUETINI	650404	CMCP 02/23-27/26	0.00	313.73
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	GUILLEN, DANIEL	0.00	2,700.00
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	GUILLEN, DANIEL	0.00	280.50
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	LEON, FRANK	0.00	792.00
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	LOPEZ, OMAR	0.00	3,407.67
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	LEON, FRANK	0.00	6,097.58
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	LEON, FRANK	0.00	3,552.00
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	GUILLEN, DANIEL	0.00	3,220.50
1011	435182	03/25/26	10008311	EVERETT DOREY, LLP	107420	LEON, FRANK	0.00	4,957.50
TOTAL CHECK							0.00	25,007.75
1011	435183	03/25/26	00008579	EXPERIAN INFORMATION SOL	650105	4 CR.CKS/FEB-26	0.00	77.96
1011	435184	03/25/26	10009464	FACILITRON, INC.	275135	TRACK MEET-2026	0.00	265.79
1011	435185	03/25/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	45.49
1011	435185	03/25/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	HOSE FILTER	0.00	50.83
1011	435185	03/25/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	104.91
1011	435185	03/25/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	54.10
1011	435185	03/25/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	519.95
TOTAL CHECK							0.00	775.28

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435186	03/25/26	10003690	FAIR HOUSING FOUNDATION	732040	Q3 REIMB/FEB-26	0.00	1,285.32
1011	435187	03/25/26	10008558	BYRON FERGUSON	275135	YT OFFIC 3/5-17/26	0.00	1,092.00
1011	435188	03/25/26	10003190	FOOD 4 LESS	275606	ELOP SUPPLIES	0.00	140.13
1011	435188	03/25/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	158.14
1011	435188	03/25/26	10003190	FOOD 4 LESS	275606	ELOP SUPPLIES	0.00	210.82
TOTAL CHECK							0.00	509.09
1011	435189	03/25/26	10014188	FORMSTACK, LLC	352267	FORMS SFTWAR FY26-27	0.00	4,580.01
1011	435190	03/25/26	10014949	CHARITY FOX	71	COMPUTER LOAN	0.00	541.67
1011	435191	03/25/26	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	435192	03/25/26	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	665.55
1011	435192	03/25/26	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	411.08
TOTAL CHECK							0.00	1,076.63
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	352570	SAFETY GLOVES	0.00	326.12
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	54.35
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	93.92
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	64.20
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	246.80
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	63.06
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	43.47
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	105.45
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	482.96
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	45.17
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	150.00
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	36.95
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	38.01
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	452410	WESTERN REPAIR	0.00	69.98
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	172.50
1011	435193	03/25/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	210.87
TOTAL CHECK							0.00	2,203.81
1011	435194	03/25/26	10014831	GABRIEL GARCIA	11	REF/E26-0079/7611 MEX	0.00	100.00
1011	435195	03/25/26	10014878	VANESSA GARCIA	275135	YT OFFIC 3/5-17/26	0.00	42.00
1011	435196	03/25/26	10012721	LAURA FRANKS	650105	R.ARIAS, A.ALVARADO	0.00	3,000.00
1011	435196	03/25/26	10012721	LAURA FRANKS	650105	M.BARAJAS-OROZCO	0.00	1,600.00
TOTAL CHECK							0.00	4,600.00
1011	435197	03/25/26	10014170	MARIE DICKENSON	275140	PETTING ZOO/EGGSTR-26	0.00	3,500.00
1011	435198	03/25/26	10014929	GOMEZ, ALICIA	52	UB REFUND	0.00	134.18
1011	435199	03/25/26	00008590	ALEJANDRO GONZALEZ	160110	TRAIN SUBSIDY/FEB-26	0.00	125.00
1011	435200	03/25/26	10014943	JINKEE JANE INIGO GOTING	11	REF DEPOSIT#R13065	0.00	500.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435201	03/25/26	00000055	GRAINGER INC	171710	STOCK	0.00	53.86
1011	435201	03/25/26	00000055	GRAINGER INC	171710	BRACKET	0.00	120.78
TOTAL CHECK							0.00	174.64
1011	435202	03/25/26	00006372	GREEN GIANT LANDSCAPE IN	290158	THELMA GARDEN/MAR-26	0.00	125,850.00
1011	435202	03/25/26	00006372	GREEN GIANT LANDSCAPE IN	32	PMT#2 RET.	0.00	-6,292.50
TOTAL CHECK							0.00	119,557.50
1011	435203	03/25/26	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/WINTER-26	0.00	53.20
1011	435204	03/25/26	10012288	HASA INC.	860820	CHEMICALS	0.00	948.30
1011	435205	03/25/26	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/FEB-26	0.00	109.98
1011	435206	03/25/26	10013659	HI STANDARD AUTOMOTIVE,	171710	LIGHT REPAIR	0.00	1,284.88
1011	435206	03/25/26	10013659	HI STANDARD AUTOMOTIVE,	650701	UPFITTING VEH/MAR-26	0.00	7,897.09
1011	435206	03/25/26	10013659	HI STANDARD AUTOMOTIVE,	171710	UPFITTING VEH/MAR-26	0.00	7,897.10
TOTAL CHECK							0.00	17,079.07
1011	435207	03/25/26	10014927	HILLCREST ROOFING, INC.	11	REF/RF-26-54 WASTE	0.00	330.00
1011	435208	03/25/26	00000874	HINDERLITER DE LLAMAS &	126120	Q3,CNT.SVC/JAN-MAR-26	0.00	2,400.00
1011	435208	03/25/26	00000874	HINDERLITER DE LLAMAS &	126110	Q3,AUD.SVC/JAN-MAR-26	0.00	3,141.98
TOTAL CHECK							0.00	5,541.98
1011	435209	03/25/26	00000874	HINDERLITER DE LLAMAS &	196314	Q3/2025 TX JAN-MAR26	0.00	900.00
1011	435210	03/25/26	00002854	VERONICA HOCHEDE	275305	BALLROOM DNC/WINT-26	0.00	1,508.63
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	50.18
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	560640	LAWN SOIL	0.00	42.97
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	57.04
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	170670	BREAKROOM REMODEL	0.00	117.45
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	377.04
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	170670	BREAKROOM REMODEL	0.00	117.45
1011	435211	03/25/26	00000057	HOME DEPOT / GECF	170670	BREAKROOM REMODEL	0.00	117.45
TOTAL CHECK							0.00	879.58
1011	435212	03/25/26	10013020	IDN WILCO, INC.	170670	#5021XS, WL26D41 - #08	135.08	1,678.76
1011	435213	03/25/26	10008985	INDEPENDENT	396859	00161171 LEGAL NOTICE	0.00	380.00
1011	435213	03/25/26	10008985	INDEPENDENT	732071	00161378 LEGAL NOTICE	0.00	285.00
TOTAL CHECK							0.00	665.00
1011	435214	03/25/26	10012742	INFOSEND, INC	452410	PROP 218 NOTICE/FEB26	0.00	204.68
1011	435214	03/25/26	10012742	INFOSEND, INC	352267	SVC & MATERIAL/FEB-26	0.00	1,886.27
1011	435214	03/25/26	10012742	INFOSEND, INC	352267	POSTAGE/FEB-26	0.00	6,839.68
TOTAL CHECK							0.00	8,930.63
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	FILTERS	0.00	159.73
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	118.49

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	475.00
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY MESS BOARD	0.00	1,433.72
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	REAR BRAKES	0.00	93.59
1011	435215	03/25/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	336.75
TOTAL CHECK							0.00	2,617.28
1011	435216	03/25/26	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	450.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/FEB-26	0.00	1,872.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/JAN-26	0.00	50.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/JAN-26	0.00	100.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	7182 EL VERANO/JAN-26	0.00	150.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/JAN26	0.00	450.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/JAN-25	0.00	700.00
1011	435217	03/25/26	00000674	RICHARD D. JONES A PROF.	631140	5832 DARLINGTON/JAN26	0.00	2,600.00
TOTAL CHECK							0.00	5,922.00
1011	435218	03/25/26	10014907	JRMK INVESTMENT LLC	52	UB REFUND	0.00	12.30
1011	435219	03/25/26	10014920	KERWINSKI, EDWARD	52	UB REFUND	0.00	19.37
1011	435220	03/25/26	10003543	MOLLY H. KNOX	275305	EXERCISE/WINTER-26	0.00	108.75
1011	435221	03/25/26	10007915	LANAIR GROUP, LLC	126143	EXTRA ID PREMIUM 1	0.00	288.00
1011	435222	03/25/26	10014948	BRENDA LAPINID	11	REF/DEPOSIT#R13107	0.00	500.00
1011	435223	03/25/26	10014553	DANNY LETNER INC.	11	YARD ROOF/FEB26/FINAL	0.00	-220.05
1011	435223	03/25/26	10014553	DANNY LETNER INC.	190139	YARD ROOF REPL/FINAL	0.00	4,400.91
TOTAL CHECK							0.00	4,180.86
1011	435224	03/25/26	10014553	DANNY LETNER INC.	11	YARD ROOF/RETENTION	0.00	23,711.69
1011	435225	03/25/26	00000077	LU'S LIGHTHOUSE INC	171710	BLADES/BUTT CONNECTOR	0.00	63.13
1011	435225	03/25/26	00000077	LU'S LIGHTHOUSE INC	171710	RELAYS	0.00	362.53
1011	435225	03/25/26	00000077	LU'S LIGHTHOUSE INC	171710	BULBS	0.00	94.35
TOTAL CHECK							0.00	520.01
1011	435226	03/25/26	10012134	CASEY MCDANIEL	275150	SCOREKEP 2/28-3/13/26	0.00	68.00
1011	435227	03/25/26	10014922	MENTAL HEALTH ASSOCIATIO	732044	R.NIELSEN/MT MINDS-26	0.00	770.00
1011	435228	03/25/26	10014938	MARIO FRANCISCO MIJANGO	275140	DJ/EGGSTRAVAG 4/4/26	0.00	500.00
1011	435229	03/25/26	10014918	MISTRY, NIKUNJ A.	52	UB REFUND	0.00	13.64
1011	435230	03/25/26	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINTENANCE	0.00	458.25
1011	435231	03/25/26	10014446	MMGY GLOBAL, LLC	995100	MO.RETAINER/FEB-26	0.00	49,760.24
1011	435231	03/25/26	10014446	MMGY GLOBAL, LLC	995100	MO.RETAINER/MAR-26	0.00	36,213.01
TOTAL CHECK							0.00	85,973.25

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435232	03/25/26	10013264	MOBILE FLEET WASH, CORP	171710	MOBILE CAR WASH	0.00	1,120.00
1011	435232	03/25/26	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	1,080.00
TOTAL CHECK							0.00	2,200.00
1011	435233	03/25/26	10007195	72 HOUR LLC	171710	ONE NEW 2026 FORD SUPE	0.00	224,390.57
1011	435234	03/25/26	10014293	AMERTEKS SYSTEMS	275140	BOUNCE HSE/EGGST-26	0.00	542.51
1011	435235	03/25/26	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINENS BPCC	0.00	325.18
1011	435236	03/25/26	00000099	OFFICE DEPOT, INC.	650302	OFFICE SUPPLIES	0.00	45.97
1011	435236	03/25/26	00000099	OFFICE DEPOT, INC.	650604	OFFICE SUPPLIES	0.00	56.53
1011	435236	03/25/26	00000099	OFFICE DEPOT, INC.	121110	OFFICE SUPPLIES	0.00	13.47
1011	435236	03/25/26	00000099	OFFICE DEPOT, INC.	121110	OFFICE SUPPLIES	0.00	63.26
TOTAL CHECK							0.00	179.23
1011	435237	03/25/26	10007787	HBV ENTERPRISES, INC.	171710	BATTERY	0.00	155.25
1011	435238	03/25/26	10014422	ONWARD ENGINEERING	290153	SCE CORRIDOR/FEB-26	0.00	29,834.40
1011	435239	03/25/26	00007482	ORANGE COUNTY SANITATION	11	OCSD CONNECT/JAN-26	0.00	6,526.17
1011	435240	03/25/26	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/DEC-25	0.00	10,153.66
1011	435241	03/25/26	00007482	ORANGE COUNTY SANITATION	11	OCSD CONNECT/FEB-26	0.00	5,191.47
1011	435242	03/25/26	10000376	DAVID PANTOJA	71	COMPUTER LOAN	0.00	1,567.36
1011	435243	03/25/26	10013206	PAYMENTUS CORPORATION	126152	PH.IVR/CC MERCH/FEB26	0.00	1,808.27
1011	435244	03/25/26	00004215	PEST OPTIONS INC	560640	PEST/WEED CONTROL	0.00	4,203.00
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275140	EGGSTRAVAG/I.GONZALEZ	0.00	41.20
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275405	TOT TIME/S. MARTINEZ	0.00	45.95
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275140	EGGSTRAVGANZA/ALARCON	0.00	46.65
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275405	TOT TIME/M.GONZALEZ	0.00	9.35
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275135	YT BSKBALL/A.ALVARADO	0.00	16.05
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275315	TABLECLOTHS/T.DAVIS	0.00	16.41
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275305	ADAPTER MED/LOZANO	0.00	17.93
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275145	AQUAT.SLING/VANSICKLE	0.00	18.04
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275105	REFRESHMNT/C.SANCHEZ	0.00	25.07
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275310	BINGO GIFTCRD/T.DAVIS	0.00	30.00
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275305	TRANSP.CELL PH/LOZANO	0.00	34.47
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275105	REFRESHMNT/CONTRERAS	0.00	36.00
1011	435245	03/25/26	00005145	PETTY CASH/COMMUNITY SER	275205	ART SHOW/A.GUERRA	0.00	37.98
TOTAL CHECK							0.00	375.10
1011	435246	03/25/26	00007516	PHOENIX GROUP INFORMATIO	631140	CIT.PROCESSING/JAN-26	0.00	491.85
1011	435247	03/25/26	10014680	PLACE WORKS, INC.	11	EIR/DEPOS/MND-25-1	0.00	4,070.00
1011	435248	03/25/26	00002715	ROGER PLUMLEE	650208	POST MOD.C 3/9-12/26	0.00	333.24

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435249	03/25/26	10014940	MELISSA PORRAZ	11	REF DEPOSIT #R13272	0.00	500.00
1011	435250	03/25/26	10006253	PRECISION SURVEY SUPPLY	650303	#979839 - CYCLONE REGI	0.00	5,725.00
1011	435250	03/25/26	10006253	PRECISION SURVEY SUPPLY	650303	#6018137 - CYCLONE REG	0.00	1,050.00
1011	435250	03/25/26	10006253	PRECISION SURVEY SUPPLY	650303	#6015993 - IMS MAP360	0.00	1,690.00
1011	435250	03/25/26	10006253	PRECISION SURVEY SUPPLY	650303	#5005168 - MAP360 PRO	0.00	800.00
1011	435250	03/25/26	10006253	PRECISION SURVEY SUPPLY	650303	TAX	0.00	505.69
TOTAL CHECK							0.00	9,770.69
1011	435251	03/25/26	10014925	QUALITY ROOFING EXPERTS,	11	REF/RF-26-55 WASTE	0.00	285.00
1011	435252	03/25/26	10001203	R.V. NURSERY INC	560640	PLANTS	0.00	146.81
1011	435252	03/25/26	10001203	R.V. NURSERY INC	560640	PLANTS	0.00	358.88
1011	435252	03/25/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	97.87
1011	435252	03/25/26	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	467.62
1011	435252	03/25/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	870.00
1011	435252	03/25/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	168.56
TOTAL CHECK							0.00	2,109.74
1011	435253	03/25/26	00000113	DMJ AND ASSOCIATES, INC.	560640	PEA GRAVEL	0.00	71.21
1011	435253	03/25/26	00000113	DMJ AND ASSOCIATES, INC.	860810	QUICK DRY CLAY	0.00	410.10
TOTAL CHECK							0.00	481.31
1011	435254	03/25/26	10014931	OLIVIA M. REYES	11	REF/DM-26-3 WASTE	0.00	200.00
1011	435255	03/25/26	00000748	ROSEBURROUGH TOOL INC	560640	SUPPLIES	0.00	82.16
1011	435255	03/25/26	00000748	ROSEBURROUGH TOOL INC	560640	SUPPLIES	0.00	299.30
TOTAL CHECK							0.00	381.46
1011	435256	03/25/26	00006998	SAN BERNARDINO COUNTY SH	650208	PIT UPDATE 03/31/26	0.00	900.00
1011	435257	03/25/26	00000412	SOUTHERN COUNTIES OIL CO	171710	DIESEL FUEL	0.00	5,685.74
1011	435258	03/25/26	10014193	MICHELLE SCALES	11	REF/#E25-0015	0.00	330.00
1011	435259	03/25/26	00008766	JON-MICHAEL SHADDOW	650208	POST MOD.C 3/2-5/26	0.00	157.40
1011	435260	03/25/26	00000462	THE SHERWIN WILLIAMS	352363	PAINT	0.00	71.76
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	54.10
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	54.10
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	54.10
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	54.10
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	54.10
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	385.24
1011	435261	03/25/26	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	385.24
TOTAL CHECK							0.00	1,040.98
1011	435262	03/25/26	10014942	HANAN NOORAINI AHMED SIR	11	REF DEPOSIT#R13234	0.00	500.00
1011	435263	03/25/26	10005948	JIMMY SMITH	275305	ROUND DNC/WINTER-26	0.00	316.50

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435264	03/25/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,956.20
1011	435264	03/25/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,092.71
1011	435264	03/25/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,956.20
TOTAL CHECK							0.00	5,005.11
1011	435265	03/25/26	10014946	SOUTH ASIAN NETWORK	11	REF DEPOSIT#R13269	0.00	500.00
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/MAR-26	0.00	120.49
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/MAR-26	0.00	172.13
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/MAR-26	0.00	505.46
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/MAR-26	0.00	1,792.84
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/MAR-26	0.00	9,223.56
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/FEB-26	0.00	128.66
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/FEB-26	0.00	135.21
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/FEB-26	0.00	136.78
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/FEB-26	0.00	137.21
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/FEB-26	0.00	147.52
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/FEB-26	0.00	161.89
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/FEB-26	0.00	216.66
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/FEB-26	0.00	349.49
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL RD/FEB-26	0.00	609.66
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE/FEB-26	0.00	1,598.04
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRANS/FEB-26	0.00	7,641.67
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/FEB-26	0.00	10,634.32
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA/FEB-26	0.00	37,572.57
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6701 STANTON/MAR-26	0.00	14.46
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/MAR-26	0.00	18.81
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	6072 LINCOLN/MAR-26	0.00	19.01
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7250 HOLDER/MAR-26	0.00	29.07
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/MAR-26	0.00	31.67
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/MAR-26	0.00	71.85
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/MAR-26	0.00	91.60
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	4701 BEACH/FEB-26	0.00	15.22
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	4900 BEACH/FEB-26	0.00	15.24
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6194 AUTO CTR/FEB-26	0.00	16.63
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8001 CAMELLIA/FEB-26	0.00	16.70
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	7732 TULARE/FEB-26	0.00	17.70
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	6293 AUTO CTR/FEB-26	0.00	17.71
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8232 AUTO CTR/FEB-26	0.00	56.93
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	8491 LA PALMA/FEB-26	0.00	65.81
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/FEB-26	0.00	83.37
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/FEB-26	0.00	85.86
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/FEB-26	0.00	86.77
1011	435267	03/25/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/FEB-26	0.00	107.09
TOTAL CHECK							0.00	72,145.66
1011	435268	03/25/26	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH ST/FEB-26	0.00	33.36
1011	435268	03/25/26	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/FEB-26	0.00	440.81
TOTAL CHECK							0.00	474.17
1011	435269	03/25/26	10007408	SOUTHERN COMPUTER WAREHO	126143	RICOH SCAN SNAP IX1300	250.30	3,110.80

SELECTION CRITERIA: transact.trans_date between '20260312 00:00:00.000' and '20260325 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435269	03/25/26	10007408	SOUTHERN COMPUTER WAREHO	650303	MICROSOFT SURFACE PRO	33.70	418.82
1011	435269	03/25/26	10007408	SOUTHERN COMPUTER WAREHO	650303	MICROSOFT SURFACE PRO	189.75	2,358.26
TOTAL CHECK							473.75	5,887.88
1011	435270	03/25/26	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	85.26
1011	435270	03/25/26	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	7.60
1011	435270	03/25/26	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	167.13
1011	435270	03/25/26	00001085	STAPLES CONTRACT & COMME	352267	OFFICE SUPPLIES	0.00	18.13
1011	435270	03/25/26	00001085	STAPLES CONTRACT & COMME	352267	CREDIT MEMO	0.00	-180.94
TOTAL CHECK							0.00	97.18
1011	435271	03/25/26	10014923	RAY TAE	731120	REIMB OFS SUPPLIES	0.00	97.10
1011	435272	03/25/26	10013329	TESS ELECTRIC, INC.	352363	CABALLERO WELL	0.00	800.00
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/AMZON/WAYFAIR	0.00	116.34
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/SUPERIOR/MAR26	0.00	158.91
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/AMZON/MAR-26	0.00	17.25
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/BP BIKES/MAR-26	0.00	2,468.97
1011	435273	03/25/26	10013691	LOTUS THAI	160109	REIMB/REG CRRA CF-26	0.00	775.00
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/AMZON/WAYFAIR	0.00	630.73
1011	435273	03/25/26	10013691	LOTUS THAI	731105	REIMB/CRRA MBRSHIP	0.00	200.00
TOTAL CHECK							0.00	4,367.20
1011	435274	03/25/26	10012799	TITUS WASTEWATER SOLUTIO	452410	KEYS FOR MANHOLES	0.00	367.18
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	#DP03975 R/U-D, 48" S	0.00	117.40
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	#DP04820 R/U-D, 48" S	0.00	234.80
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	R/U-D 48" SUPERBRIGHT	0.00	117.40
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	#DP01694 SIGN STAND-D	0.00	279.18
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	CUSTOM ITEM	0.00	24.10
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	FREIGHT	0.00	201.86
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560640	TAX	0.00	59.90
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560211	#DP01694 SIGN STAND-D	21.64	300.82
1011	435275	03/25/26	10014328	TRAFFIC SAFETY SUPPLY CO	560211	FREIGHT	0.00	36.60
TOTAL CHECK							21.64	1,372.06
1011	435276	03/25/26	10012511	TSG ENTERPRISES, INC	190139	YARD ROOF/FEB-26	0.00	805.00
1011	435277	03/25/26	10002020	ULINE, INC.	105105	ITEM: H-8278	0.00	3,680.00
1011	435277	03/25/26	10002020	ULINE, INC.	105105	TAX	0.00	322.13
1011	435277	03/25/26	10002020	ULINE, INC.	105105	S & H	0.00	157.00
TOTAL CHECK							0.00	4,159.13
1011	435278	03/25/26	10012270	UNITIS, INC.	560210	STEEL STAKE	0.00	170.30
1011	435279	03/25/26	10014767	UNIVERSAL ROOFING & CONS	11	REF/RF-26-46 WASTE	0.00	336.60
1011	435280	03/25/26	10007217	REBECCA VALDEZ	107420	REIMB PARMA CF/FEB-26	0.00	185.41
1011	435281	03/25/26	10011659	VAN LANT & FANKHANEL, LL	126120	SCO REPORT	0.00	1,650.00
1011	435281	03/25/26	10011659	VAN LANT & FANKHANEL, LL	126120	GANN LIMIT	0.00	500.00

SELECTION CRITERIA: transact.trans_date between '20260312 00:00:00.000' and '20260325 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435281	03/25/26	10011659	VAN LANT & FANKHANEL, LL	732071	SINGLE AUDIT	0.00	3,700.00
1011	435281	03/25/26	10011659	VAN LANT & FANKHANEL, LL	101101	CITY	0.00	15,500.00
TOTAL CHECK							0.00	21,350.00
1011	435282	03/25/26	00001911	JEFF VAN SICKLE	275135	YT OFFIC 3/5-18/26	0.00	42.00
1011	435283	03/25/26	10002032	VERIZON WIRELESS	650303	542373150-00001 FEB26	0.00	2,454.92
1011	435284	03/25/26	10002032	VERIZON WIRELESS	631140	542373150-00002 FEB26	0.00	153.48
1011	435285	03/25/26	10014921	ADRIA M. VICUNA	101101	REIMB/VALENTINE RECOG	0.00	75.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	275305	COPIER 3/20-4/19/26	0.00	12.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	998100	COPIER 3/20-4/19/26	0.00	32.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	631140	COPIER 3/20-4/19/26	0.00	44.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	731120	COPIER 3/20-4/19/26	0.00	44.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	731150	COPIER 3/20-4/19/26	0.00	44.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	732071	COPIER 3/20-4/19/26	0.00	55.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	997100	COPIER 3/20-4/19/26	0.00	65.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	352267	COPIER 3/20-4/19/26	0.00	160.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	126120	COPIER 3/20-4/19/26	0.00	185.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	121110	COPIER 3/20-4/19/26	0.00	190.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	275105	COPIER 3/20-4/19/26	0.00	220.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	115110	COPIER 3/20-4/19/26	0.00	275.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	160105	COPIER 3/20-4/19/26	0.00	300.00
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	121135	COPIER 3/20-4/19/26	0.00	1,121.26
1011	435286	03/25/26	10014012	WELLS FARGO FINANCIAL LE	650302	COPIER 3/20-4/19/26	0.00	1,121.27
TOTAL CHECK							0.00	3,868.53
1011	435287	03/25/26	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIMMING/DEC-25	0.00	53,263.70
1011	435288	03/25/26	10014208	WEST PRO CONTRACTING INC	52	REF/E24-0307 PERMIT	0.00	879.67
1011	435289	03/25/26	10012651	WILD RIVERS WATERPARK SP	275130	DEPOS/DAYCAMP 7/23/26	0.00	2,340.00
1011	435290	03/25/26	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES	0.00	598.50
1011	435291	03/25/26	10004131	WM CORPORATE SERVICES, I	460220	HAZ WASTE/FEB-26	0.00	943.99
1011	435292	03/25/26	10013257	WORKCARE, INC.	121110	WELLNESS PROG/FEB-26	0.00	13,482.00
1011	435293	03/25/26	10009222	XEROX CORPORATION	275305	EQUIPMENT	0.00	310.01
1011	435294	03/25/26	10000416	YMCA OF ANAHEIM, CORPORA	275120	LITTLE STAR/WINTER-26	0.00	2,872.80
1011	435295	03/25/26	10014944	ALEX ZHU	11	REF DEPOSIT#R13016	0.00	500.00
1011	V435296	03/25/26	10014232	FIT KIT INC	632118	VIP/REBATE/FEB-26	0.00	1,000.00
1011	V435297	03/25/26	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00
1011	V435298	03/25/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,100.00

SELECTION CRITERIA: transact.trans_date between '20260312 00:00:00.000' and '20260325 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	V435298	03/25/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	9,045.11
TOTAL CHECK							0.00	11,145.11
1011	V435299	03/25/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	350.00
1011	V435299	03/25/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	30.00
TOTAL CHECK							0.00	380.00
1011	V435300	03/25/26	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/FEB-26	0.00	192.34
1011	V435300	03/25/26	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/FEB-26	0.00	14,963.34
TOTAL CHECK							0.00	15,155.68
1011	V435301	03/25/26	00002073	HOUSE OF IMPORTS	632118	VIP/REBATE/FEB-26	0.00	500.00
1011	V435302	03/25/26	10012988	INTELEPEER HOLDINGS, INC	170670	BUNDLE CLOUD/FEB-26	0.00	1,160.83
1011	V435303	03/25/26	00000054	TED JONES FORD INC.	171710	AXLE SEAL	0.00	28.24
1011	V435304	03/25/26	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/FEB-26	0.00	18,313.92
1011	V435305	03/25/26	00000913	ORANGE COUNTY FIRE AUTHO	640310	Q-3 CONTRACT 25/26	0.00	21,567.67
1011	V435305	03/25/26	00000913	ORANGE COUNTY FIRE AUTHO	640310	Q-3 CONTRACT 25/26	0.00	61,603.75
1011	V435305	03/25/26	00000913	ORANGE COUNTY FIRE AUTHO	640310	Q-3 CONTRACT 25/26	0.00	3,918,257.50
TOTAL CHECK							0.00	4,001,428.92
1011	V435306	03/25/26	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	496.67
1011	V435307	03/25/26	10006112	PREMIER CHEVROLET OF BUE	171710	NOZZLE	0.00	249.85
1011	V435308	03/25/26	10014355	VERTEXONE SOFTWARE, LLC	352363	SMS GATEWAY/MAR-26	0.00	32.06
TOTAL CASH ACCOUNT							2,180.27	5,813,523.96
TOTAL FUND							2,180.27	5,813,523.96
TOTAL REPORT							2,180.27	5,813,523.96

Voided Check Numbers	Date Printed
435113 435114 435266	3/25/2026

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,182,375.40 COVERING REGULAR PAYROLL ENDING MARCH 13, 2026

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,182,375.40 set forth on this 8-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2026 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2026.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='NJ2'
ALL CHECKS

PAYRUN: NJ2
DATE: 03/20/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V397253	2,094.62	.00		APARICIO, LESLIE	590
V397254	4,559.97	.00		COPPING, SARA	951
V397255	2,582.64	.00		ENGLEBRECHT, BRIDGET	261
V397256	3,298.87	.00		FEWER, JESSICA	580
V397257	7,762.94	.00		FRANCE, AARON	1650
V397258	189.60	.00		MCKINNEY, KENNETH	552
V397259	2,864.04	.00		MEDINA, YARETZA	8
V397260	1,166.24	.00		OWAKA, PASCHAL	615
V397261	1,234.47	.00		PERSI, MICHAEL	678
V397262	736.70	.00		STRONGMAN, BENJAMIN	681
V397263	189.60	.00		TEHRANI, AIDIN	551
V397264	2,914.76	.00		CASTRO, GWENDOLYNE	503
V397265	3,398.13	.00		CERDA, JUAN	831
V397266	7,620.72	.00		FENTON, EDWARD	1564
V397267	2,643.52	.00		GONZALEZ, VANESSA	866
V397268	913.17	.00		HICKMAN, AISHA	665
V397269	1,951.24	.00		KERN, DONNA	2574
V397270	2,892.91	.00		PREVO, DOREKA	390
V397271	3,876.31	.00		VALDEZ, REBECCA	5490
V397272	2,273.91	.00		BUENROSTRO, PATRICIA	227
V397273	1,730.82	.00		GALLENTINE, KAILEY	486
V397274	4,263.92	.00		GARCIA, ADRIAN	1700
V397275	1,347.96	.00		GLAVIN, BARBARA	1768
V397276	2,120.46	.00		HERNANDEZ, GLORIA	2092
V397277	7,341.30	.00		HYUN, SUNG	2248
V397278	2,377.41	.00		KIM, MIN	2584
V397279	2,330.00	.00		LOVEJOY, REBEKAH	76
V397280	1,581.51	.00		OZAKI, GRACE	3881
V397281	2,183.70	.00		PAK, TIMOTHY	3955
V397282	2,966.20	.00		PEREZ, JESSICA	4111
V397283	2,708.86	.00		TOMASSETTI, JEEVANI	5623
V397284	2,328.29	.00		TRAN, KRYSTLE	242
V397285	3,836.84	.00		AVERELL, MARK	272
V397286	2,518.46	.00		COLES-GUZMAN, MARY	950
V397287	2,477.13	.00		KENNEDY, SEAN	111
V397288	2,340.83	.00		FLORES, CHRISTOPHER	464
V397289	3,645.15	.00		HOPKINS, NICHOLAS	627
V397290	4,991.12	.00		IBARRA GENIZ, JOSE	882
V397291	2,930.33	.00		LESTER, ALEXANDER	2868
V397292	1,990.94	.00		MACIAS, JUDITH	2996
V397293	2,897.87	.00		TART, ANDRE	5235
V397294	3,112.38	.00		ALVAREZ, JOSHUA	458
V397295	1,933.26	.00		CASTANEDA, GUADALUPE	280
V397296	3,033.69	.00		CRAVENS, ROBERT	658
V397297	619.47	.00		DINH, MICHELLE	433
V397298	6,439.68	.00		FOULKES, MATTHEW	9
V397299	1,252.85	.00		GUZMAN, FEDERICO	1918
V397300	1,974.39	.00		LI, CELINE	832
V397301	4,167.42	.00		LUNA, HARALD	264
V397302	3,108.72	.00		MCALEESE, IAN	159

SELECTION CRITERIA: checkhis.pay_run='NJ2'
ALL CHECKS

V397303	3,407.85	.00	NAVARRO, SANDRA	93
V397304	3,644.87	.00	PELAYO, RODRIGO	870
V397305	2,415.00	.00	SANTOS, RUTH	4640
V397306	1,905.76	.00	TAE, RAY	5196
V397307	4,296.24	.00	THAI, LOTUS	536
V397308	2,615.07	.00	ZAPIEN, ERNESTINE	5777
V397309	3,612.88	.00	DHAUW, MELISSA	1170
V397310	2,119.49	.00	GRIFFIN, CHEKESHA	865
V397311	996.40	.00	MARTINEZ, RICHARD	834
V397312	3,304.35	.00	SUAREZ, SARABETH	5169
V397313	3,251.74	.00	YOON, JIWON	91
V397314	2,276.05	.00	TELLEZ, ALMA	667
V397315	942.04	.00	AHN, JOYCE	263
V397316	992.20	.00	FRANCO-HERNANDEZ, CARLOS	566
V397317	888.57	.00	HOQUE, LAMIYA	412
V397318	772.03	.00	SONNE, SUSAN	5161
V397319	777.24	.00	TRAUT, CONNOR	5399
V397320	3,046.55	.00	ALMQUIST, ANNA PATRICIA	168
V397321	1,996.95	.00	GUERRA, SARAH	1470
V397322	1,220.17	.00	KIRK, RALPH	384
V397323	2,261.41	.00	LOPEZ, ANGELICA	2928
V397324	6,192.18	.00	VICUNA, ADRIA	2297
V397325	1,159.71	.00	YAM, DARLENE	867
V397326	1,975.84	.00	BARRAZA, TAYLOR	501
V397327	2,644.83	.00	COTA, LORRAINE	954
V397328	6,755.60	.00	DAVENPORT, JOSEPH	1094
V397329	6,825.24	.00	DIERINGER, RYAN	1145
V397330	9,527.70	.00	GEYER, BRADLEY	1692
V397331	9,241.67	.00	NGUYEN, NGHIA	3755
V397332	2,272.95	.00	SEMAAN, NADIA	4740
V397333	1,631.83	.00	CHARNES, LANCE	783
V397334	3,986.67	.00	JIMENEZ, ROBERT	352
V397335	3,253.18	.00	KIM, HYUN	328
V397336	3,526.30	.00	LAM, DAVID	2790
V397337	626.21	.00	LOVCHIK, MICHAEL	6
V397338	6,043.75	.00	MIKIEWICZ, SIMON	3360
V397339	2,001.82	.00	NOVOTNY, MARY	3705
V397340	2,214.89	.00	SAUCEDA, CATHLEEN	4645
V397341	5,718.93	.00	SHADDOW, JON-MICHAEL	4837
V397342	6,975.56	.00	TOMSICK, MARTIN	5360
V397343	2,815.74	.00	ALCALA, BRITTANY	58
V397344	3,452.12	.00	ARIAS, KALEA	592
V397345	2,278.25	.00	BINYON, ERIC	506
V397346	4,799.18	.00	BRANDSTETTER, JAMES	629
V397347	4,295.39	.00	BUTH, CATHERINE	561
V397348	4,424.79	.00	CARPENTER, SCARLET	1663
V397349	908.09	.00	CASTRO, ISABELLA	883
V397350	783.34	.00	CIFUENTES MEDINA, DANNA	671
V397351	818.89	.00	CORTEZ TORRES, AMANDA	450
V397352	1,365.81	.00	DIERINGER, REGINA	1515
V397353	5,641.20	.00	ESQUETINI, MARIA	1536
V397354	901.62	.00	GONZALEZ, BAILEY	868
V397355	2,185.73	.00	HERNANDEZ, ISABELLA	112
V397356	3,982.56	.00	KUO, STACEY	1530
V397357	878.70	.00	MADHAE, DEEPINDER	555
V397358	2,779.07	.00	MAERKER, ELIZABETH	3017

SELECTION CRITERIA: checkhis.pay_run='NJ2'
ALL CHECKS

V397359	3,878.16	.00	MCGRATH, CODY	3220
V397360	818.89	.00	MENDOZA ESPINOZA, MYA	532
V397361	975.11	.00	MONTANO, BRIANNA	816
V397362	1,132.57	.00	ONTIVEROS, STEVEN	342
V397363	2,468.47	.00	PALMA-RUBALCAVA, DIANA	3970
V397364	961.18	.00	RODRIGUEZ TZAJ, SANDY	604
V397365	1,951.43	.00	RODRIGUEZ VILLA, YARELI	205
V397366	2,538.76	.00	RYAN, JESSICA	887
V397367	3,569.05	.00	SHERIFF, SAMANTHA	2096
V397368	1,005.78	.00	SILVERIO, SAMANTHA	497
V397369	3,896.35	.00	TANIGUCHI, MELISSA	5230
V397370	825.36	.00	VELLANOWETH, KRISTINE	217
V397371	782.88	.00	WOOD, HUNTER	605
V397372	2,136.56	.00	BERMUDEZ, MYRA	884
V397373	.00	.00	CHAN, KARA	795
V397374	2,565.48	.00	FIORE, KATE	1560
V397375	2,149.41	.00	FLOHRA, KARAN	516
V397376	3,018.22	.00	FOX, CHARITY	1641
V397377	700.62	.00	KUHN, MICHELLE	2730
V397378	584.26	.00	KUHN, TARI	2747
V397379	2,374.80	.00	MAERTZ, DANA	3018
V397380	3,225.20	.00	MENDIVEL, CHRISTINA	3299
V397381	2,381.29	.00	NGO, CATHERINE	3752
V397382	2,054.10	.00	PENDLETON, SUN	4080
V397383	2,242.08	.00	TENG, LING-FEI	2871
V397384	2,168.98	.00	UMLAH, AMBER	5435
V397385	1,664.75	.00	YBARRA, DELIA	529
V397386	6,244.07	.00	BAILEY, JOHN	355
V397387	6,062.34	.00	BATES, PATRICK	378
V397388	5,094.68	.00	BELTRAN, CHRISTINA	13
V397389	5,164.51	.00	BLACKWOOD, PHALANN	550
V397390	5,573.61	.00	BOURNE, CLIFFORD	5612
V397391	5,336.98	.00	BOYD, ROBERT	584
V397392	5,415.48	.00	BOYER, CAMERON	585
V397393	8,799.51	.00	BRAVO, ISABEL	420
V397394	2,264.70	.00	CAMPOS, CARLOS	871
V397395	4,448.26	.00	CAMPOS, LOLANI	728
V397396	4,964.76	.00	CERDA, SERGIO	240
V397397	4,237.74	.00	CHAVEZ, ALEJANDRO	182
V397398	3,583.59	.00	CHAVEZ, ANTONY	246
V397399	2,247.01	.00	CHO, YOUNGVEEN	758
V397400	4,226.57	.00	CURATOLA, ANTHONY	350
V397401	5,372.85	.00	DAVIS, JONATHAN	1083
V397402	5,632.88	.00	ESCOBEDO, DOMINICK	1521
V397403	4,558.54	.00	ESTRELLA, CARL JOSEPH	415
V397404	5,913.91	.00	FRANKLIN, KEVIN	1649
V397405	7,022.19	.00	GALOS, MICHAEL	1680
V397406	5,827.12	.00	GANO, KEVIN	1742
V397407	3,884.04	.00	GARCIA, JONATHAN	514
V397408	5,334.89	.00	GENTNER, GEORGE	1765
V397409	5,910.56	.00	GONZALEZ, LUIS	164
V397410	6,744.25	.00	GONZALEZ, OSCAR	1785
V397411	7,712.24	.00	HERST, RYAN	2102
V397412	5,637.47	.00	HOGAN, CHRISTIAN MICHAEL	138
V397413	8,039.98	.00	HONG, ALEX	2130
V397414	6,208.32	.00	JIMENEZ, GUSTAVO	2285

SELECTION CRITERIA: checkhis.pay_run='NJ2'
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V397415	5,567.84	.00	JOHNSON, BRYAN	2300
V397416	3,583.28	.00	LAZARO, WILLIAM	872
V397417	8,333.40	.00	LEPE, SERGIO	2901
V397418	4,126.70	.00	LIRA, JOSEPH	133
V397419	5,201.54	.00	LOPEZ, GUILLERMO	2958
V397420	5,236.82	.00	LOVETERE, JOSEPH	2962
V397421	2,490.66	.00	LUCACI, KEVIN	874
V397422	3,964.00	.00	LUONG, AARON	577
V397423	4,235.70	.00	MARTINEZ, JESUS	117
V397424	4,240.87	.00	MEDRANO, JULIAN	3223
V397425	3,072.14	.00	MEKDARA, BOBBY	624
V397426	4,660.70	.00	MEONO, ROBIN	351
V397427	5,259.96	.00	MOELLER, SARAH	3590
V397428	5,604.45	.00	MORALES, FRANK	3489
V397429	3,878.19	.00	MORQUECHO, FERNANDO	510
V397430	5,872.35	.00	MUNOZ, OSCAR	3605
V397431	5,736.31	.00	MURILLO CASTRO, JULIAN	268
V397432	3,376.73	.00	NGUYEN, ANTHONY	258
V397433	9,075.58	.00	NYHUS, CHRISTOPHER	3808
V397434	5,691.19	.00	O'DETTE, DIRK	3823
V397435	3,174.78	.00	OH, WILLIAM	326
V397436	3,853.49	.00	OSORIO, STEVIE	573
V397437	7,116.76	.00	PADILLA, VALERIE	108
V397438	6,369.49	.00	PINO, RICHARD	4171
V397439	9,334.20	.00	PLUMLEE, ROGER	4180
V397440	5,876.75	.00	PROCEL, ANDY	4243
V397441	6,729.93	.00	RAMIREZ, ANGEL	4314
V397442	4,443.49	.00	RANGEL, PRISCILLA	4337
V397443	4,357.89	.00	REYES, HUGO	98
V397444	4,938.55	.00	RODRIGUEZ, CHRISTIAN	4476
V397445	5,928.07	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V397446	5,742.25	.00	SALAZAR, RYAN	4626
V397447	5,506.68	.00	SOLIS, DANIEL	5000
V397448	3,926.89	.00	SOUSA, MATTHEW	596
V397449	4,412.80	.00	TEWELL, MELISSA	5282
V397450	5,957.49	.00	TRAN, TUYET	5424
V397451	2,457.07	.00	TUBBS, AUSTIN	873
V397452	6,795.27	.00	WILLIAMS-GIROUX, JACOB	499
V397453	6,117.28	.00	COLON, BOBBY	900
V397454	6,869.27	.00	LEE, CONNOR	2861
V397455	1,928.86	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V397456	4,795.91	.00	ORTEGA, MICHAEL	104
V397457	2,139.22	.00	PARRA, ANGEL	498
V397458	2,040.54	.00	RAMIREZ, ARIANNA	86
V397459	2,176.46	.00	SILVA, OSCAR	4886
V397460	2,535.28	.00	VAZQUEZ-CAMACHO, MARLENE	101
V397461	4,568.79	.00	VU, JEFFREY	5519
V397462	948.47	.00	BAIR, JOHN	284
V397463	701.78	.00	CASEY, DROUETT	771
V397464	591.32	.00	PATTON, DANA	4060
V397465	6,630.27	.00	BERNAL, DAVID	480
V397466	4,423.27	.00	BOUDREAU, CORY	583
V397467	2,629.95	.00	BOUDREAU, LAURA	2192
V397468	6,943.97	.00	BOYINGTON, DEVIN	594
V397469	4,656.05	.00	CARNEY, THOMAS	751
V397470	4,806.52	.00	CHRISTIANSEN, ANDREW	97

SELECTION CRITERIA: checkhis.pay_run='NJ2'
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V397471	3,382.71	.00	EK, CHRISTOPHER	1477
V397472	5,425.99	.00	ESCAMILLA, MARIO	1529
V397473	4,434.59	.00	KALAGIAN, BRYANT	2436
V397474	2,601.12	.00	LARA, KARON	103
V397475	2,662.53	.00	LOMELI, LISBETH	4516
V397476	3,161.57	.00	LOPEZ, VANESSA	2929
V397477	5,670.52	.00	LOPEZ, WILLYVALDO	2941
V397478	5,985.68	.00	LOWE, AUSTIN	2956
V397479	5,685.99	.00	MOON, DAVID	3479
V397480	1,801.19	.00	MORALES MALDONADO, IVETT	3490
V397481	2,240.93	.00	O'DETTE, NANCY	1920
V397482	4,653.87	.00	PANTOJA, DAVID	3986
V397483	3,710.43	.00	RUBALCAVA, EFRAIN	4590
V397484	2,440.30	.00	SULLIVAN, STACEY	5160
V397485	3,299.53	.00	TREADWAY, SARA	4210
V397486	4,286.37	.00	TURNER, JERAMIAH	291
V397487	4,060.18	.00	VU, KRISTINE	63
V397488	23.70	.00	BENDINELLI, DOMINIC	490
V397489	2,024.81	.00	CARDENAS, MARGARET	336
V397490	23.70	.00	FIGUEROA, NAYELI	403
V397491	2,397.15	.00	IBARRA, KRISTI	88
V397492	23.70	.00	JAMES, SAGIL	392
V397493	6,704.35	.00	MIKHAEL, MINA	3359
V397494	23.70	.00	SCHOONER, BRANDON	556
V397495	23.70	.00	SINGHAL, ANNIE	4893
V397496	4,628.30	.00	ALQAM, NADER	71
V397497	4,388.11	.00	ARABOLU, DEEPTHI	178
V397498	3,275.70	.00	CAPISTRANO, FRANCES	74
V397499	2,570.74	.00	COLES, CARINA	77
V397500	2,972.62	.00	ESPARZA-ALMARAZ, AARON	383
V397501	2,969.44	.00	GUZMAN, HECTOR	512
V397502	2,609.47	.00	LEE, HYANG SUN	430
V397503	3,905.37	.00	MILLER, JADEN	513
V397504	3,166.53	.00	QUINONES, FABIO	875
V397505	3,069.51	.00	RODRIGUEZ, JEREMY	877
V397506	3,422.09	.00	TRAN, JASON	96
V397507	3,784.42	.00	WRAY, NORMAN	5725
V397508	2,761.89	.00	ZARAGOZA, EDUARDO	5788
V397509	3,455.06	.00	AUBUCHON, LAURIE	250
V397510	2,225.17	.00	GENERA, ELIZABETH	1685
V397511	4,899.19	.00	HUNT, JOSEPH	2249
V397512	1,960.01	.00	LUX, ANDREA	2972
V397513	2,488.24	.00	VENEGAS MENDEZ, JAVIER	5491
V397514	2,485.14	.00	BACA, ANDREW	315
V397515	2,891.81	.00	BRITO, MICHAEL	642
V397516	1,394.32	.00	CASTRO, EFRAIN	641
V397517	670.11	.00	CASTRO, JOHN	540
V397518	1,340.33	.00	CISNEROS, STEVEN	855
V397519	1,032.80	.00	COLORADO, JARRETH	852
V397520	2,622.73	.00	ESCATEL-OROSCO, PEDRO	1537
V397521	872.89	.00	GARCIA, RYAN	851
V397522	1,523.39	.00	GONZALES, DERRICK	635
V397523	2,604.02	.00	GONZALEZ, ALEJANDRO	1783
V397524	1,641.90	.00	GONZALEZ, KONRAD	587
V397525	712.58	.00	HERNANDEZ, OSBALDO	863
V397526	990.97	.00	HERRERA, FELIX	856

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V397527	731.86	.00	LARA, PAULO	849
V397528	4,403.59	.00	LIBUNAO, NINO	2912
V397529	1,545.55	.00	LISCANO, CHRISTOPHER	850
V397530	1,399.22	.00	MARASCO, MATTHEW	289
V397531	1,091.26	.00	MORALES, LEONARDO	819
V397532	1,675.09	.00	MORENO, MARCOS	862
V397533	2,298.43	.00	MUNOZ, JOHNNY	144
V397534	1,759.60	.00	NAJERA, JESSE	3630
V397535	1,032.80	.00	NGUYEN, DUNG	858
V397536	1,340.32	.00	ORTIZ, RAYMOND	309
V397537	872.89	.00	PAPANIC, DENNIS	548
V397538	1,340.32	.00	PEREZ, ISAIAH	523
V397539	2,401.56	.00	RIVERA, JOE	4450
V397540	1,032.80	.00	RODRIGUEZ, MIGUEL	589
V397541	1,983.39	.00	RODRIGUEZ, OSCAR	131
V397542	712.58	.00	SANTANA, JESUS	860
V397543	1,710.51	.00	SERNA, JUAN	4728
V397544	1,346.80	.00	SESSION, DIMITRIAS	859
V397545	2,238.67	.00	TORREZ, JAVIER	69
V397546	1,032.80	.00	VILLANUEVA, RICHARD	854
V397547	2,252.88	.00	CARRILLO, EDWARD	765
V397548	1,769.68	.00	CHAVEZ, CAESAR	544
V397549	3,377.56	.00	ELLS, ZACHARY	1500
V397550	2,764.51	.00	ENNIS, JOSEPH	262
V397551	2,041.95	.00	ESPINO, KEVIN	517
V397552	3,083.43	.00	FINCH, BARRETT	1574
V397553	1,909.29	.00	GARCIA DEL TORO, JOSE	845
V397554	3,079.98	.00	HAGAN, KEVIN	1947
V397555	4,167.70	.00	KVENBO, SCOTT	2750
V397556	2,680.79	.00	MARTINEZ, MARCO	215
V397557	4,739.59	.00	MCGEE, MICHAEL	9306
V397558	2,716.55	.00	MILLER, DAVID	3390
V397559	2,847.68	.00	MOJARRO, ANDREW	3082
V397560	3,714.24	.00	MOORE, FRANK	3486
V397561	1,773.41	.00	MYLLES, JOSHUA	279
V397562	1,989.02	.00	PRECIADO, CAMDEN	134
V397563	2,525.27	.00	SANCHEZ, JUAN	4617
V397564	2,334.84	.00	SPEAR, ANTHONY	5011
V397565	4,527.94	.00	STEPHENSON, MARK	5122
V397566	2,389.82	.00	TAVARES, JAMEY	5231
V397567	1,935.81	.00	ALVAREZ, CARLOS	136
V397568	1,295.84	.00	AVILA, NICHOLAS	744
V397569	2,581.66	.00	DAHL, TERRY	1084
V397570	2,312.60	.00	DOMINGUEZ, KEVIN	565
V397571	1,340.35	.00	ESPINOSA, GUIDO	637
V397572	2,639.85	.00	GARCIA ORTEGA, JOSE	1636
V397573	2,125.72	.00	GRIMES, DAVID	1881
V397574	2,063.54	.00	GUZMAN, KEVIN	132
V397575	2,383.05	.00	KOSS, MICHAEL	2718
V397576	3,811.92	.00	MARTINEZ, GABRIEL	3139
V397577	2,377.98	.00	MELLADO, KIM	3289
V397578	2,860.12	.00	MERROW, MATTHEW	3316
V397579	2,396.13	.00	OTTEN, DAVID	3869
V397580	3,690.64	.00	PORTER, JEFFREY	4174
V397581	1,340.32	.00	RAMOS, NIKOLAS	815
V397582	3,291.42	.00	RODRIGUEZ, EDWARD	4479

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V397583	2,092.33	.00	RUIZ, ALEJANDRO	416
V397584	1,369.17	.00	SAILIATA, RAYMOND	648
V397585	2,552.82	.00	TORRES, SALVADOR	234
V397586	2,391.31	.00	WELLS, ANTHONY	5610
V397587	2,812.01	.00	CAMPIZTA, ADAM	225
V397588	2,928.31	.00	DE LA CRUZ, RICARDO	558
V397589	350.58	.00	GOMEZ, JASON	869
V397590	3,513.84	.00	MACIAS, RAYMOND	2998
V397591	2,722.18	.00	WEAR, JOHN	5606
V397592	2,391.01	.00	ALARCON, ALEXANDER	485
V397593	7,261.86	.00	BOX, JAMES	576
V397594	2,213.74	.00	CHAVEZ, ARIANA	788
V397595	2,001.55	.00	CONTRERAS, SAUL	95
V397596	3,107.85	.00	HURTADO, MARIA	353
V397597	2,129.81	.00	MANCILLA, JSSICA	451
V397598	2,491.65	.00	MARTINEZ, SERENA	3147
V397599	23.70	.00	MASSED, TANYA	409
V397600	23.70	.00	MCCANN, CAROL	439
V397601	2,125.42	.00	MOMPELLER, JUSTICE	443
V397602	2,437.11	.00	MORENO, ANDREW	161
V397603	993.55	.00	SANCHEZ, CHRISTOPHER	236
V397604	3,517.44	.00	SAUCEDA, MARK	4642
V397605	23.70	.00	VALIVLLAH, FIZA	880
V397606	844.63	.00	ALVARADO, ADRIAN	89
V397607	274.44	.00	BAHENA, PEDRO	148
V397608	711.21	.00	BAKER, JAMISON	465
V397609	439.11	.00	BALENTI, TYLOR	846
V397610	297.32	.00	BARENG, KATHERINE	33
V397611	283.59	.00	CARBAJAL, MARCELO	848
V397612	109.78	.00	CARVENTE, GIANJAVIER	334
V397613	872.83	.00	CISNEROS, MICHELLE	812
V397614	402.52	.00	CONSTANTINE, NATALIE	837
V397615	283.59	.00	DURGIN, JAYLIND	186
V397616	292.74	.00	ESCAMILLA PATRICIO, DANIELLE	534
V397617	128.07	.00	FERNANDEZ, GISSEL	330
V397618	579.81	.00	GARCIA, MICHELE	171
V397619	402.28	.00	GONZALEZ, ISAAC	294
V397620	819.00	.00	GUERRA, ATHZIRI	141
V397621	946.77	.00	GUILLEN, JAYDEN	339
V397622	759.89	.00	GUTIERREZ, MICHELLE	1925
V397623	274.44	.00	GUTIERREZ, SABRINA	847
V397624	670.90	.00	HERNANDEZ, KATE	2091
V397625	169.25	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V397626	905.60	.00	HOLLOWAY, ELIZABETH	2185
V397627	228.70	.00	LEOS LOPEZ, EVELYN	836
V397628	629.02	.00	LEWIS, ALEC	266
V397629	546.99	.00	MAGANA, ADAM	173
V397630	694.78	.00	MOLINA, LILLY	611
V397631	503.16	.00	NGHIEM, NATALIE	249
V397632	494.00	.00	OCHOA, ALAN	192
V397633	274.44	.00	REYES, JETH	844
V397634	404.78	.00	RIVERA GOMEZ, YAMILEX	4432
V397635	594.63	.00	RODRIGUEZ, JACOB	839
V397636	645.47	.00	RODRIGUEZ, KAREN	538
V397637	553.47	.00	RODRIGUEZ, MIKAYLA	295
V397638	527.29	.00	RUIZ, JESUS	886

SELECTION CRITERIA: checkhis.pay_run='NJ2'
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V397639	729.55	.00	RUIZ, LUIS	527
V397640	857.33	.00	RUSSELL, JEFFREY	150
V397641	993.10	.00	SANCHEZ, NATHAN	504
V397642	439.11	.00	SANTANA, JOZELYN	838
V397643	274.44	.00	SCOTT, EMANY	842
V397644	567.18	.00	SHRESTHA, SALIS	610
V397645	1,062.08	.00	SOLTERO, JESSE	177
V397646	548.89	.00	SORIA, NOAH	5004
V397647	678.28	.00	STRICKLER, LINDA	5135
V397648	519.64	.00	TAPIA, ANGELICA	306
V397649	356.78	.00	THANKESWARAN, HASHMITHAA	543
V397650	1,100.62	.00	THOMSEN, MATTHEW	194
V397651	292.74	.00	TUCKER, JOSEPHINE	843
V397652	2,829.88	.00	VAN SICKLE, MICHELLE	2076
V397653	700.27	.00	VAZQUEZ, OSCAR	152
V397654	471.13	.00	VELOZ, SABRINA	146
V397655	612.58	.00	WEBER, ISABELLA	614
V397656	1,093.97	.00	BUENROSTRO, ADRIAN	598
V397657	318.92	.00	SMITH, JOHN	210
V397658	774.39	.00	AGUILAR, KALVIN	23
V397659	718.56	.00	BARTOLO, BRYAN	338
V397660	641.80	.00	CABUSAO, NINA MARINELLA	729
V397661	922.48	.00	CARRERA ABAD, MARIA	864
V397662	886.09	.00	CHOATE, RACHAEL	511
V397663	883.55	.00	CORRALES, ISAAC	474
V397664	2,891.76	.00	DAVIS, TANIKKA	1082
V397665	1,338.81	.00	GRACIA, TONY	622
V397666	752.66	.00	KENDRIX, PERRY	741
V397667	1,332.85	.00	LARIZ RUBALCAVA, CARLOS	429
V397668	1,009.14	.00	LIZARRAGA, ERIK	483
V397669	2,207.52	.00	LOZANO, WILFREDO	621
V397670	2,560.18	.00	MARQUEZ PINEDO, ANALISA	3118
V397671	1,232.29	.00	MEGGINSON, MARK	562
V397672	914.84	.00	MENDOZA, GISELLE	522
V397673	2,773.77	.00	NIELSEN, ROSEMARY	3760
V397674	866.92	.00	ORTIZ, YAHAIRA	241
V397675	418.81	.00	ROJAS, ASHLEY	473
V397676	659.19	.00	RUIZ, GIANCARLO	466
V397677	785.18	.00	SALAZAR, NICHOLAS	661
V397678	1,080.14	.00	SANCHEZ, MARIA	818
V397679	808.77	.00	SANDOVAL, RYAN	663
V397680	558.04	.00	SINGH, YASMINE	479
V397681	396.83	.00	TILTON, ALEXANDRIA	879
V397682	872.89	.00	TOLEDO, ISAAC	742
V397683	384.43	.00	VEGA-MATA, PEDRO	278
V397684	2,784.57	.00	VILLAPANDO, MADELINNE	878
V397685	757.25	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 433 1,182,375.40 .00

TOTAL
CHECKS: 433 1,182,375.40 .00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $18,923.37 COVERING RETIREE PAYROLL ENDING MARCH 31, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $18,923.37, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2026 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2026.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='NJR'
ALL CHECKS

PAYRUN: NJR
DATE: 03/31/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
397687	.00	148.00		DENNY, JOHNNIE	9440
397688	.00	148.00		GONZALES, ROBERT	9461
397689	.00	148.00		JACKSON, GARY	9482
397690	.00	148.00		KIMERY, ERIC	9012
397691	.00	148.00		MCCAY, DONALD	9517
397692	.00	38.00		ROBLES, AMPARO	9550
397693	.00	148.00		SCHWENGEL, LLOYD	9558
397694	.00	10.00		TRUJILLO, FRANK	9663
397695	.00	146.00		TUTHILL, LOREN	9581
397696	.00	38.00		WYMAN, GUADALUPE	9592
V397697	10.00	.00		AGUIRRE, RICHARD	9624
V397698	146.00	.00		BERRY, STEVE	9682
V397699	194.83	.00		BISBING, KRISTOPHER	9675
V397700	148.00	.00		BRANUM, TERRY	9418
V397701	148.00	.00		CARNEY, PATRICK	9014
V397702	38.00	.00		CIAMPA, LISA	9429
V397703	146.00	.00		CISNEROS, RUDY	9625
V397704	38.00	.00		CLARK, LAURENCE	9430
V397705	38.00	.00		COX, BARBARA	9435
V397706	148.00	.00		DASCENZI, PHILLIP	9438
V397707	38.00	.00		DESOUCY, DOLORES	9441
V397708	148.00	.00		DIXON, JAMES	9442
V397709	148.00	.00		DOCK, HENRY	9443
V397710	146.00	.00		FONCECA, ARTHUR	9456
V397711	890.89	.00		FORSYTH, RICHARD	9680
V397712	148.00	.00		FROST, FRANK	9458
V397713	435.00	.00		HAINLEY, LAWRENCE	9651
V397714	169.00	.00		HENEIN, NABIL	9662
V397715	148.00	.00		HESTER, KATHLEEN	9627
V397716	148.00	.00		HICKEN, GARY	9475
V397717	258.00	.00		HOLGUIN, ALEXANDER	9604
V397718	146.00	.00		JACKSON, TERESA	9628
V397719	148.00	.00		JONES, MICHAEL	9656
V397720	38.00	.00		JONES, SHIRLEY	9486
V397721	146.00	.00		JONES, WILLIAM	9485
V397722	38.00	.00		KELLY, ANDREA	9661
V397723	1,248.29	.00		KOHANEK, WILLIAM	9669
V397724	148.00	.00		LININGER, RODNEY	9497
V397725	10.00	.00		LITCHFIELD, WILLIAM	9630
V397726	146.00	.00		LOEHR, LOTHAR	9499
V397727	1,750.56	.00		LOVCHIK, MICHAEL	9684
V397728	38.00	.00		LOWRY, MARILYN	9501
V397729	148.00	.00		LUCENTI, THOMAS	9502
V397730	38.00	.00		MALOUFF, JOSEPHINE	9505
V397731	148.00	.00		MANNING, BRUCE	9506
V397732	38.00	.00		MARTIN, GLORIA	9508
V397733	38.00	.00		MARTINEZ, DAVID	9649
V397734	148.00	.00		MARTINEZ, MANUEL	9667
V397735	148.00	.00		MCNEILLY, MICHAEL	9522
V397736	10.00	.00		MEALER, JAMES	9523

SELECTION CRITERIA: checkhis.pay_run='NJR'
ALL CHECKS

V397737	148.00	.00	MONSON, THOMAS	9638
V397738	435.00	.00	MOTE, ROBERT	9600
V397739	2,546.00	.00	NUNES, FRANK	9701
V397740	2,357.53	.00	PELTON, GREGORY	9699
V397741	.00	.00	PENA, RICHARD	9598
V397742	148.00	.00	POTTER, BRUCE	9541
V397743	148.00	.00	POWELL, ROGER	9672
V397744	38.00	.00	REDDICK, SUZANNE	9655
V397745	146.00	.00	RILEY, MARGARET	9681
V397746	38.00	.00	ROGERS, REGINA	9631
V397747	38.00	.00	ROONEY, MARIAN	9622
V397748	148.00	.00	SANDERS, DARYL	9553
V397749	148.00	.00	SCHOALES, JAMES	9555
V397750	38.00	.00	SHEARN, WYNNETTE	9641
V397751	1,264.24	.00	SIANEZ, COREY	9690
V397752	148.00	.00	STEWARD, GREGORY	9572
V397753	148.00	.00	SWISHER, JOHN	9652
V397754	148.00	.00	SYLVESTER, DAVID	9574
V397755	10.00	.00	TEMPLETON, JOHN	9686
V397756	146.00	.00	TILTON, SHALICE	9683
V397757	148.00	.00	WADELL, VERN	9584
V397758	146.00	.00	WARSINSKI, RICKY	9645
V397759	146.00	.00	WHITESIDE, JOHN	9668
V397760	38.00	.00	WHITLOCK, JOHN	9633
V397761	780.03	.00	WILLIAMS, JUDITH	9700

PAYRUN TOTAL
CHECK: 75 17,803.37 1,120.00

TOTAL
CHECKS: 75 17,803.37 1,120.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,174,603.66 COVERING REGULAR PAYROLL ENDING MARCH 27, 2026

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,174,603.66 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2026 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2026.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

PAYRUN: NJT
DATE: 03/26/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
397686	.00	1,538.40		GONZALES, DERRICK	635
PAYRUN TOTAL CHECK: 1	.00	1,538.40			

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

PAYRUN: NK1
DATE: 04/03/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V397762	2,094.62	.00		APARICIO, LESLIE	590
V397763	4,559.97	.00		COPPING, SARA	951
V397764	2,582.64	.00		ENGLEBRECHT, BRIDGET	261
V397765	3,298.87	.00		FEWER, JESSICA	580
V397766	7,762.93	.00		FRANCE, AARON	1650
V397767	331.79	.00		MCKINNEY, KENNETH	552
V397768	2,864.04	.00		MEDINA, YARETZA	8
V397769	1,187.02	.00		OWAKA, PASCHAL	615
V397770	616.19	.00		PERSI, MICHAEL	678
V397771	1,228.24	.00		STRONGMAN, BENJAMIN	681
V397772	272.55	.00		TEHRANI, AIDIN	551
V397773	2,914.76	.00		CASTRO, GWENDOLYNE	503
V397774	3,398.13	.00		CERDA, JUAN	831
V397775	6,927.19	.00		FENTON, EDWARD	1564
V397776	2,673.72	.00		GONZALEZ, VANESSA	866
V397777	1,052.50	.00		HICKMAN, AISHA	665
V397778	1,951.24	.00		KERN, DONNA	2574
V397779	2,873.77	.00		PREVO, DOREKA	390
V397780	3,857.67	.00		VALDEZ, REBECCA	5490
V397781	2,273.91	.00		BUENROSTRO, PATRICIA	227
V397782	1,744.46	.00		GALLENTINE, KAILEY	486
V397783	4,263.92	.00		GARCIA, ADRIAN	1700
V397784	1,347.96	.00		GLAVIN, BARBARA	1768
V397785	2,101.32	.00		HERNANDEZ, GLORIA	2092
V397786	7,322.16	.00		HYUN, SUNG	2248
V397787	2,377.41	.00		KIM, MIN	2584
V397788	2,310.87	.00		LOVEJOY, REBEKAH	76
V397789	652.28	.00		OZAKI, GRACE	3881
V397790	2,183.70	.00		PAK, TIMOTHY	3955
V397791	2,944.56	.00		PEREZ, JESSICA	4111
V397792	2,708.86	.00		TOMASSETTI, JEEVANI	5623
V397793	1,752.08	.00		TRAN, KRYSTLE	242
V397794	3,836.83	.00		AVERELL, MARK	272
V397795	2,496.84	.00		COLES-GUZMAN, MARY	950
V397796	2,477.13	.00		KENNEDY, SEAN	111
V397797	2,340.83	.00		FLORES, CHRISTOPHER	464
V397798	3,087.46	.00		HOPKINS, NICHOLAS	627
V397799	4,991.12	.00		IBARRA GENIZ, JOSE	882
V397800	2,930.33	.00		LESTER, ALEXANDER	2868
V397801	1,990.94	.00		MACIAS, JUDITH	2996
V397802	951.94	.00		SANCHEZ, CHRISTOPHER	236
V397803	2,897.87	.00		TART, ANDRE	5235
V397804	3,112.38	.00		ALVAREZ, JOSHUA	458
V397805	2,022.93	.00		CASTANEDA, GUADALUPE	280
V397806	3,033.69	.00		CRAVENS, ROBERT	658
V397807	858.43	.00		DINH, MICHELLE	433
V397808	6,439.68	.00		FOULKES, MATTHEW	9
V397809	1,239.20	.00		GUZMAN, FEDERICO	1918
V397810	1,974.39	.00		LI, CELINE	832
V397811	4,167.42	.00		LUNA, HARALD	264

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V397812	3,108.72	.00	MCALEESE, IAN	159
V397813	3,469.88	.00	NAVARRO, SANDRA	93
V397814	3,644.87	.00	PELAYO, RODRIGO	870
V397815	3,652.27	.00	SANTOS, RUTH	4640
V397816	1,905.76	.00	TAE, RAY	5196
V397817	4,714.33	.00	THAI, LOTUS	536
V397818	2,615.06	.00	ZAPIEN, ERNESTINE	5777
V397819	5,427.72	.00	DHAUW, MELISSA	1170
V397820	2,119.48	.00	GRIFFIN, CHEKESHA	865
V397821	996.40	.00	MARTINEZ, RICHARD	834
V397822	3,304.35	.00	SUAREZ, SARABETH	5169
V397823	3,251.74	.00	YOON, JIWON	91
V397824	2,607.21	.00	TELLEZ, ALMA	667
V397825	942.04	.00	AHN, JOYCE	263
V397826	992.20	.00	FRANCO-HERNANDEZ, CARLOS	566
V397827	888.57	.00	HOQUE, LAMIYA	412
V397828	772.03	.00	SONNE, SUSAN	5161
V397829	777.24	.00	TRAUT, CONNOR	5399
V397830	3,046.55	.00	ALMQUIST, ANNA PATRICIA	168
V397831	1,996.95	.00	GUERRA, SARAH	1470
V397832	1,175.73	.00	KIRK, RALPH	384
V397833	2,264.34	.00	LOPEZ, ANGELICA	2928
V397834	12,601.93	.00	VICUNA, ADRIA	2297
V397835	1,142.77	.00	YAM, DARLENE	867
V397836	2,209.59	.00	BARRAZA, TAYLOR	501
V397837	2,835.32	.00	COTA, LORRAINE	954
V397838	6,054.91	.00	DAVENPORT, JOSEPH	1094
V397839	6,806.10	.00	DIERINGER, RYAN	1145
V397840	8,968.29	.00	GEYER, BRADLEY	1692
V397841	5,501.29	.00	NGUYEN, NGHIA	3755
V397842	2,627.11	.00	SEMAAN, NADIA	4740
V397843	1,670.34	.00	CHARNES, LANCE	783
V397844	3,971.35	.00	JIMENEZ, ROBERT	352
V397845	4,705.24	.00	KIM, HYUN	328
V397846	3,526.30	.00	LAM, DAVID	2790
V397847	731.43	.00	LOVCHIK, MICHAEL	6
V397848	4,050.01	.00	MIKIEWICZ, SIMON	3360
V397849	2,890.75	.00	NOVOTNY, MARY	3705
V397850	2,223.26	.00	SAUCEDA, CATHLEEN	4645
V397851	6,458.12	.00	SHADDOW, JON-MICHAEL	4837
V397852	6,881.81	.00	TOMSICK, MARTIN	5360
V397853	2,794.11	.00	ALCALA, BRITTANY	58
V397854	3,376.22	.00	ARIAS, KALEA	592
V397855	2,258.98	.00	BINYON, ERIC	506
V397856	5,595.65	.00	BRANDSTETTER, JAMES	629
V397857	4,028.62	.00	BUTH, CATHERINE	561
V397858	2,844.94	.00	CARPENTER, SCARLET	1663
V397859	985.93	.00	CASTRO, ISABELLA	883
V397860	818.95	.00	CIFUENTES MEDINA, DANNA	671
V397861	818.89	.00	CORTEZ TORRES, AMANDA	450
V397862	1,290.14	.00	DIERINGER, REGINA	1515
V397863	4,931.65	.00	ESQUETINI, MARIA	1536
V397864	886.06	.00	GONZALEZ, BAILEY	868
V397865	1,671.82	.00	HERNANDEZ, ISABELLA	112
V397866	3,612.73	.00	KUO, STACEY	1530
V397867	895.77	.00	MADHAE, DEEPINDER	555

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V397868	2,779.07	.00	MAERKER, ELIZABETH	3017
V397869	4,055.78	.00	MCGRATH, CODY	3220
V397870	818.89	.00	MENDOZA ESPINOZA, MYA	532
V397871	969.92	.00	MONTANO, BRIANNA	816
V397872	1,060.02	.00	ONTIVEROS, STEVEN	342
V397873	2,694.33	.00	PALMA-RUBALCAVA, DIANA	3970
V397874	865.40	.00	RODRIGUEZ TZAJ, SANDY	604
V397875	1,986.26	.00	RODRIGUEZ VILLA, YARELI	205
V397876	2,646.22	.00	RYAN, JESSICA	887
V397877	5,350.26	.00	SHERIFF, SAMANTHA	2096
V397878	1,005.78	.00	SILVERIO, SAMANTHA	497
V397879	3,427.20	.00	TANIGUCHI, MELISSA	5230
V397880	825.36	.00	VELLANOWETH, KRISTINE	217
V397881	791.99	.00	WOOD, HUNTER	605
V397882	2,303.39	.00	BERMUDEZ, MYRA	884
V397883	.00	.00	CHAN, KARA	795
V397884	2,397.43	.00	FIORE, KATE	1560
V397885	2,083.93	.00	FLOHRA, KARAN	516
V397886	2,484.22	.00	FOX, CHARITY	1641
V397887	723.10	.00	KUHN, MICHELLE	2730
V397888	768.11	.00	KUHN, TARI	2747
V397889	2,239.73	.00	MAERTZ, DANA	3018
V397890	3,170.81	.00	MENDIVEL, CHRISTINA	3299
V397891	2,306.99	.00	NGO, CATHERINE	3752
V397892	2,623.73	.00	PENDLETON, SUN	4080
V397893	1,932.05	.00	TENG, LING-FEI	2871
V397894	2,168.98	.00	UMLAH, AMBER	5435
V397895	2,884.63	.00	YBARRA, DELIA	529
V397896	6,244.07	.00	BAILEY, JOHN	355
V397897	7,149.32	.00	BATES, PATRICK	378
V397898	4,151.95	.00	BELTRAN, CHRISTINA	13
V397899	4,367.27	.00	BLACKWOOD, PHALANN	550
V397900	4,981.05	.00	BOURNE, CLIFFORD	5612
V397901	4,328.86	.00	BOYD, ROBERT	584
V397902	4,857.94	.00	BOYER, CAMERON	585
V397903	4,418.31	.00	BRAVO, ISABEL	420
V397904	2,264.70	.00	CAMPOS, CARLOS	871
V397905	5,433.06	.00	CAMPOS, LOLANI	728
V397906	5,710.46	.00	CERDA, SERGIO	240
V397907	4,198.43	.00	CHAVEZ, ALEJANDRO	182
V397908	3,318.49	.00	CHAVEZ, ANTONY	246
V397909	2,247.01	.00	CHO, YOUNGVEEN	758
V397910	3,777.36	.00	CURATOLA, ANTHONY	350
V397911	4,976.04	.00	DAVIS, JONATHAN	1083
V397912	5,298.68	.00	ESCOBEDO, DOMINICK	1521
V397913	3,338.47	.00	ESTRELLA, CARL JOSEPH	415
V397914	4,010.56	.00	FRANKLIN, KEVIN	1649
V397915	6,597.85	.00	GALOS, MICHAEL	1680
V397916	4,958.75	.00	GANO, KEVIN	1742
V397917	4,177.24	.00	GARCIA, JONATHAN	514
V397918	4,873.58	.00	GENTNER, GEORGE	1765
V397919	5,378.54	.00	GONZALEZ, LUIS	164
V397920	5,016.59	.00	GONZALEZ, OSCAR	1785
V397921	6,348.04	.00	HERST, RYAN	2102
V397922	6,625.69	.00	HOGAN, CHRISTIAN MICHAEL	138
V397923	6,840.04	.00	HONG, ALEX	2130

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V397924	6,011.13	.00	JIMENEZ, GUSTAVO	2285
V397925	4,219.90	.00	JOHNSON, BRYAN	2300
V397926	4,382.81	.00	LAZARO, WILLIAM	872
V397927	8,123.92	.00	LEPE, SERGIO	2901
V397928	4,679.84	.00	LIRA, JOSEPH	133
V397929	4,021.28	.00	LOPEZ, GUILLERMO	2958
V397930	5,571.84	.00	LOVETERE, JOSEPH	2962
V397931	2,490.66	.00	LUCACI, KEVIN	874
V397932	4,188.61	.00	LUONG, AARON	577
V397933	5,192.85	.00	MARTINEZ, JESUS	117
V397934	4,544.40	.00	MEDRANO, JULIAN	3223
V397935	3,787.41	.00	MEKDARA, BOBBY	624
V397936	5,208.34	.00	MEONO, ROBIN	351
V397937	3,459.30	.00	MOELLER, SARAH	3590
V397938	6,433.06	.00	MORALES, FRANK	3489
V397939	3,949.49	.00	MORQUECHO, FERNANDO	510
V397940	5,828.68	.00	MUNOZ, OSCAR	3605
V397941	4,913.49	.00	MURILLO CASTRO, JULIAN	268
V397942	2,894.93	.00	NGUYEN, ANTHONY	258
V397943	5,797.91	.00	NYHUS, CHRISTOPHER	3808
V397944	6,032.30	.00	O'DETTE, DIRK	3823
V397945	3,174.78	.00	OH, WILLIAM	326
V397946	2,976.51	.00	OSORIO, STEVIE	573
V397947	5,419.89	.00	PADILLA, VALERIE	108
V397948	6,369.49	.00	PINO, RICHARD	4171
V397949	6,306.86	.00	PLUMLEE, ROGER	4180
V397950	7,566.03	.00	PROCEL, ANDY	4243
V397951	4,795.98	.00	RAMIREZ, ANGEL	4314
V397952	4,172.11	.00	RANGEL, PRISCILLA	4337
V397953	7,181.66	.00	REYES, HUGO	98
V397954	4,756.62	.00	RODRIGUEZ, CHRISTIAN	4476
V397955	5,886.10	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V397956	5,228.09	.00	SALAZAR, RYAN	4626
V397957	5,807.19	.00	SOLIS, DANIEL	5000
V397958	4,186.61	.00	SOUSA, MATTHEW	596
V397959	3,775.15	.00	TEWELL, MELISSA	5282
V397960	3,504.36	.00	TRAN, TUYET	5424
V397961	2,457.07	.00	TUBBS, AUSTIN	873
V397962	3,879.34	.00	WILLIAMS-GIROUX, JACOB	499
V397963	7,767.01	.00	COLON, BOBBY	900
V397964	8,425.96	.00	LEE, CONNOR	2861
V397965	2,135.23	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V397966	5,356.14	.00	ORTEGA, MICHAEL	104
V397967	2,315.84	.00	PARRA, ANGEL	498
V397968	2,236.18	.00	RAMIREZ, ARIANNA	86
V397969	2,773.81	.00	SILVA, OSCAR	4886
V397970	2,485.83	.00	VAZQUEZ-CAMACHO, MARLENE	101
V397971	5,845.04	.00	VU, JEFFREY	5519
V397972	203.35	.00	BAIR, JOHN	284
V397973	652.14	.00	CASEY, DROUETT	771
V397974	1,011.07	.00	PATTON, DANA	4060
V397975	7,616.74	.00	BERNAL, DAVID	480
V397976	4,879.20	.00	BOUDREAU, CORY	583
V397977	2,610.82	.00	BOUDREAU, LAURA	2192
V397978	5,188.26	.00	BOYINGTON, DEVIN	594
V397979	6,626.78	.00	CARNEY, THOMAS	751

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V397980	6,079.39	.00	CHRISTIANSEN, ANDREW	97
V397981	3,382.71	.00	EK, CHRISTOPHER	1477
V397982	5,406.85	.00	ESCAMILLA, MARIO	1529
V397983	4,146.07	.00	KALAGIAN, BRYANT	2436
V397984	2,458.96	.00	LARA, KARON	103
V397985	4,894.15	.00	LOMELI, LISBETH	4516
V397986	3,181.92	.00	LOPEZ, VANESSA	2929
V397987	5,000.73	.00	LOPEZ, WILLYVALDO	2941
V397988	4,636.36	.00	LOWE, AUSTIN	2956
V397989	5,252.44	.00	MOON, DAVID	3479
V397990	1,801.19	.00	MORALES MALDONADO, IVETT	3490
V397991	1,853.39	.00	O'DETTE, NANCY	1920
V397992	5,388.40	.00	PANTOJA, DAVID	3986
V397993	4,934.16	.00	RUBALCAVA, EFRAIN	4590
V397994	2,625.89	.00	SULLIVAN, STACEY	5160
V397995	3,299.53	.00	TREADWAY, SARA	4210
V397996	4,318.09	.00	TURNER, JERAMIAH	291
V397997	5,777.99	.00	VU, KRISTINE	63
V397998	2,024.81	.00	CARDENAS, MARGARET	336
V397999	2,397.15	.00	IBARRA, KRISTI	88
V398000	6,704.35	.00	MIKHAEL, MINA	3359
V398001	4,628.31	.00	ALQAM, NADER	71
V398002	8,047.56	.00	ARABOLU, DEEPTHI	178
V398003	3,254.06	.00	CAPISTRANO, FRANCES	74
V398004	2,570.74	.00	COLES, CARINA	77
V398005	2,972.62	.00	ESPARZA-ALMARAZ, AARON	383
V398006	2,969.44	.00	GUZMAN, HECTOR	512
V398007	3,210.00	.00	LEE, HYANG SUN	430
V398008	3,905.37	.00	MILLER, JADEN	513
V398009	3,166.53	.00	QUINONES, FABIO	875
V398010	2,920.24	.00	RODRIGUEZ, JEREMY	877
V398011	3,422.09	.00	TRAN, JASON	96
V398012	3,880.70	.00	WRAY, NORMAN	5725
V398013	2,660.89	.00	ZARAGOZA, EDUARDO	5788
V398014	3,436.42	.00	AUBUCHON, LAURIE	250
V398015	2,355.48	.00	GENERA, ELIZABETH	1685
V398016	4,899.19	.00	HUNT, JOSEPH	2249
V398017	1,960.01	.00	LUX, ANDREA	2972
V398018	2,488.24	.00	VENEGAS MENDEZ, JAVIER	5491
V398019	2,485.14	.00	BACA, ANDREW	315
V398020	2,891.81	.00	BRITO, MICHAEL	642
V398021	1,394.33	.00	CASTRO, EFRAIN	641
V398022	760.68	.00	CASTRO, JOHN	540
V398023	1,340.33	.00	CISNEROS, STEVEN	855
V398024	2,622.73	.00	ESCATEL-OROSCO, PEDRO	1537
V398025	1,032.81	.00	GARCIA, RYAN	851
V398026	2,582.38	.00	GONZALEZ, ALEJANDRO	1783
V398027	1,641.90	.00	GONZALEZ, KONRAD	587
V398028	712.58	.00	HERNANDEZ, OSBALDO	863
V398029	990.97	.00	HERRERA, FELIX	856
V398030	731.86	.00	LARA, PAULO	849
V398031	4,403.59	.00	LIBUNAO, NINO	2912
V398032	1,545.55	.00	LISCANO, CHRISTOPHER	850
V398033	1,399.22	.00	MARASCO, MATTHEW	289
V398034	1,091.26	.00	MORALES, LEONARDO	819
V398035	1,722.05	.00	MORENO, MARCOS	862

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V398036	2,693.97	.00	MUNOZ, JOHNNY	144
V398037	1,759.61	.00	NAJERA, JESSE	3630
V398038	1,032.80	.00	NGUYEN, DUNG	858
V398039	1,340.32	.00	ORTIZ, RAYMOND	309
V398040	1,340.32	.00	PAPANIC, DENNIS	548
V398041	1,340.32	.00	PEREZ, ISAIAH	523
V398042	2,401.56	.00	RIVERA, JOE	4450
V398043	1,032.80	.00	RODRIGUEZ, MIGUEL	589
V398044	1,983.39	.00	RODRIGUEZ, OSCAR	131
V398045	585.48	.00	SANTANA, JESUS	860
V398046	2,066.28	.00	SERNA, JUAN	4728
V398047	1,039.27	.00	SESSION, DIMITRIAS	859
V398048	2,238.68	.00	TORREZ, JAVIER	69
V398049	1,187.82	.00	VILLANUEVA, RICHARD	854
V398050	2,628.59	.00	CARRILLO, EDWARD	765
V398051	1,769.68	.00	CHAVEZ, CAESAR	544
V398052	2,641.36	.00	ELLS, ZACHARY	1500
V398053	2,352.83	.00	ENNIS, JOSEPH	262
V398054	2,187.46	.00	ESPINO, KEVIN	517
V398055	4,728.45	.00	FINCH, BARRETT	1574
V398056	1,936.91	.00	GARCIA DEL TORO, JOSE	845
V398057	3,465.83	.00	HAGAN, KEVIN	1947
V398058	4,272.65	.00	KVENBO, SCOTT	2750
V398059	2,855.40	.00	MARTINEZ, MARCO	215
V398060	4,739.59	.00	MCGEE, MICHAEL	9306
V398061	2,748.32	.00	MILLER, DAVID	3390
V398062	2,967.05	.00	MOJARRO, ANDREW	3082
V398063	3,714.24	.00	MOORE, FRANK	3486
V398064	1,901.39	.00	MYLLES, JOSHUA	279
V398065	1,989.02	.00	PRECIADO, CAMDEN	134
V398066	2,939.04	.00	SANCHEZ, JUAN	4617
V398067	2,334.84	.00	SPEAR, ANTHONY	5011
V398068	3,256.66	.00	STEPHENSON, MARK	5122
V398069	2,502.93	.00	TAVARES, JAMEY	5231
V398070	1,935.81	.00	ALVAREZ, CARLOS	136
V398071	1,340.32	.00	AVILA, NICHOLAS	744
V398072	2,581.66	.00	DAHL, TERRY	1084
V398073	2,312.60	.00	DOMINGUEZ, KEVIN	565
V398074	1,340.35	.00	ESPINOSA, GUIDO	637
V398075	2,499.48	.00	GARCIA ORTEGA, JOSE	1636
V398076	2,125.72	.00	GRIMES, DAVID	1881
V398077	2,063.54	.00	GUZMAN, KEVIN	132
V398078	2,383.05	.00	KOSS, MICHAEL	2718
V398079	3,201.30	.00	MARTINEZ, GABRIEL	3139
V398080	2,377.98	.00	MELLADO, KIM	3289
V398081	2,860.12	.00	MERROW, MATTHEW	3316
V398082	2,312.09	.00	OTTEN, DAVID	3869
V398083	3,690.64	.00	PORTER, JEFFREY	4174
V398084	1,187.82	.00	RAMOS, NIKOLAS	815
V398085	2,896.77	.00	RODRIGUEZ, EDWARD	4479
V398086	2,259.42	.00	RUIZ, ALEJANDRO	416
V398087	1,324.99	.00	SAILIATA, RAYMOND	648
V398088	2,095.32	.00	TORRES, SALVADOR	234
V398089	2,391.31	.00	WELLS, ANTHONY	5610
V398090	2,790.37	.00	CAMPIZTA, ADAM	225
V398091	3,202.92	.00	DE LA CRUZ, RICARDO	558

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V398092	3,513.84	.00	MACIAS, RAYMOND	2998
V398093	2,722.18	.00	WEAR, JOHN	5606
V398094	2,391.01	.00	ALARCON, ALEXANDER	485
V398095	7,261.86	.00	BOX, JAMES	576
V398096	23.70	.00	CARVER, BRIAN	586
V398097	2,213.74	.00	CHAVEZ, ARIANA	788
V398098	23.70	.00	CHENCINSKI, COLETTE	487
V398099	2,001.55	.00	CONTRERAS, SAUL	95
V398100	12.70	.00	DE LA LUZ, ALICIA	408
V398101	.00	.00	FRUTOS, JERRY	488
V398102	23.70	.00	HOLGUIN, COURTNEY	394
V398103	3,107.85	.00	HURTADO, MARIA	353
V398104	2,129.81	.00	MANCILLA, JSSICA	451
V398105	23.70	.00	MARTINEZ, JUANITA	421
V398106	2,491.65	.00	MARTINEZ, SERENA	3147
V398107	2,125.43	.00	MOMPELLER, JUSTICE	443
V398108	2,437.11	.00	MORENO, ANDREW	161
V398109	23.70	.00	NEVAREZ, VERONICA	588
V398110	3,517.44	.00	SAUCEDA, MARK	4642
V398111	8.70	.00	WALKER, SHARENA	524
V398112	23.70	.00	WALLACE, DEAN	402
V398113	23.70	.00	YUN, HYEWON	432
V398114	863.80	.00	ALVARADO, ADRIAN	89
V398115	242.43	.00	BAHENA, PEDRO	148
V398116	576.33	.00	BAKER, JAMISON	465
V398117	674.23	.00	BALENTI, TYLOR	846
V398118	237.85	.00	BARENG, KATHERINE	33
V398119	256.15	.00	CARBAJAL, MARCELO	848
V398120	91.48	.00	CARVENTE, GIANJAVIER	334
V398121	1,193.07	.00	CISNEROS, MICHELLE	812
V398122	365.92	.00	CONSTANTINE, NATALIE	837
V398123	503.15	.00	DURGIN, JAYLIND	186
V398124	416.24	.00	ESCAMILLA PATRICIO, DANIELLE	534
V398125	67.86	.00	GARCIA, JOSE	892
V398126	590.75	.00	GARCIA, MICHELE	171
V398127	242.33	.00	GONZALEZ, ISAAC	294
V398128	981.94	.00	GUERRA, ATHZIRI	141
V398129	920.66	.00	GUILLEN, JAYDEN	339
V398130	736.21	.00	GUTIERREZ, MICHELLE	1925
V398131	146.37	.00	GUTIERREZ, SABRINA	847
V398132	579.24	.00	HERNANDEZ, KATE	2091
V398133	283.59	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V398134	1,348.08	.00	HOLLOWAY, ELIZABETH	2185
V398135	18.30	.00	JUBRAN, NOAH	127
V398136	173.81	.00	LEOS LOPEZ, EVELYN	836
V398137	292.74	.00	LEWIS, ALEC	266
V398138	371.96	.00	MAGANA, ADAM	173
V398139	548.90	.00	MOLINA, LILLY	611
V398140	629.02	.00	NGHIEM, NATALIE	249
V398141	719.05	.00	OCHOA, ALAN	192
V398142	192.11	.00	REYES, JETH	844
V398143	671.29	.00	RIVERA GOMEZ, YAMILEX	4432
V398144	694.78	.00	RODRIGUEZ, JACOB	839
V398145	661.89	.00	RODRIGUEZ, KAREN	538
V398146	420.81	.00	RODRIGUEZ, MIKAYLA	295
V398147	571.23	.00	RUIZ, JESUS	886

SELECTION CRITERIA: checkhis.pay_run in ('NJT','NK1')
ALL CHECKS

V398148	716.81	.00	RUIZ, LUIS	527
V398149	795.04	.00	RUSSELL, JEFFREY	150
V398150	1,134.44	.00	SANCHEZ, NATHAN	504
V398151	667.82	.00	SANTANA, JOZELYN	838
V398152	192.11	.00	SCOTT, EMANY	842
V398153	457.41	.00	SHRESTHA, SALIS	610
V398154	825.22	.00	SOLTERO, JESSE	177
V398155	645.46	.00	SORIA, NOAH	5004
V398156	722.04	.00	STRICKLER, LINDA	5135
V398157	771.06	.00	TAPIA, ANGELICA	306
V398158	393.37	.00	THANKESWARAN, HASHMITHAA	543
V398159	1,058.50	.00	THOMSEN, MATTHEW	194
V398160	288.17	.00	TUCKER, JOSEPHINE	843
V398161	2,829.88	.00	VAN SICKLE, MICHELLE	2076
V398162	605.40	.00	VAZQUEZ, OSCAR	152
V398163	539.74	.00	VELOZ, SABRINA	146
V398164	674.23	.00	WEBER, ISABELLA	614
V398165	1,133.86	.00	BUENROSTRO, ADRIAN	598
V398166	300.88	.00	SMITH, JOHN	210
V398167	748.01	.00	AGUILAR, KALVIN	23
V398168	489.37	.00	BARTOLO, BRYAN	338
V398169	790.23	.00	CABUSAO, NINA MARINELLA	729
V398170	831.02	.00	CARRERA ABAD, MARIA	864
V398171	1,020.20	.00	CHOATE, RACHAEL	511
V398172	952.89	.00	CORRALES, ISAAC	474
V398173	2,891.76	.00	DAVIS, TANIKKA	1082
V398174	1,338.80	.00	GRACIA, TONY	622
V398175	744.65	.00	KENDRIX, PERRY	741
V398176	1,362.57	.00	LARIZ RUBALCAVA, CARLOS	429
V398177	768.69	.00	LIZARRAGA, ERIK	483
V398178	2,207.52	.00	LOZANO, WILFREDO	621
V398179	2,535.10	.00	MARQUEZ PINEDO, ANALISA	3118
V398180	1,077.56	.00	MEGGINSON, MARK	562
V398181	809.41	.00	MENDOZA, GISELLE	522
V398182	2,773.77	.00	NIELSEN, ROSEMARY	3760
V398183	866.92	.00	ORTIZ, YAHAIRA	241
V398184	610.58	.00	ROJAS, ASHLEY	473
V398185	650.90	.00	RUIZ, GIANCARLO	466
V398186	900.26	.00	SALAZAR, NICHOLAS	661
V398187	766.57	.00	SANCHEZ, MARIA	818
V398188	674.23	.00	SANDOVAL, RYAN	663
V398189	558.04	.00	SINGH, YASMINE	479
V398190	274.44	.00	SOSA, EMILY	888
V398191	446.44	.00	TILTON, ALEXANDRIA	879
V398192	1,036.73	.00	TOLEDO, ISAAC	742
V398193	458.41	.00	VEGA-MATA, PEDRO	278
V398194	2,784.57	.00	VILLAPANDO, MADELINNE	878
V398195	571.91	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 434 1,173,065.26 .00

TOTAL
CHECKS: 435 1,173,065.26 1,538.40

April 14, 2026
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

PROCLAMATION RECOGNIZING APRIL 19-25, 2026, AS NATIONAL LIBRARY WEEK

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria M. Vicuna, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

National Library Week 2026.pdf

NATIONAL LIBRARY WEEK
APRIL 19-25, 2026

WHEREAS, *libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and,*

WHEREAS, *libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and,*

WHEREAS, *libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and,*

WHEREAS, *libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and,*

WHEREAS, *libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and,*

WHEREAS, *libraries nurture young minds through Storytime, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and,*

WHEREAS, *libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and,*

WHEREAS, *dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and,*

WHEREAS, *libraries, librarians, and library employees across the country are joining together to celebrate National Library Week under the theme "Find your Joy."*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize April 9-25, 2026, as "NATIONAL LIBRARY WEEK" in the City of Buena Park. During this week, we encourage all residents to visit the library, explore its resources, and celebrate all the ways that the library draws us together as a community.

PASSED AND ADOPTED this 14th day of April 2026.

Connor Traut
Mayor

Lamiya Hoque
Vice Mayor

Joyce Ahn
Council Member

Carlos Franco
Council Member

Susan Sonne
Council Member

April 14, 2026
CONSENT CALENDAR
Item No. 4D.

City Council Agenda Report

PROCLAMATION RECOGNIZING APRIL 2026 AS DONATE LIFE MONTH

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria M. Vicuna, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

DMV-Donate Life Month 2026.pdf

DMV DONATE LIFE MONTH
APRIL 2026

WHEREAS, *organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and,*

WHEREAS, *more than 103,000 individuals nationwide and more than 23,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and,*

WHEREAS, *the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and,*

WHEREAS, *a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and,*

WHEREAS, *donation of tissue can save and heal the lives of more than 75 others; and,*

WHEREAS, *organ donors saved more than 46,000 lives last year, the most ever; and,*

WHEREAS, *any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and,*

WHEREAS, *being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and,*

WHEREAS, *California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFEcalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org; and,*

WHEREAS, *California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and,*

WHEREAS, *California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize April 2026, as "DMV/DONATE LIFE MONTH" in the City of Buena Park, and encourage our citizens to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

PASSED AND ADOPTED this 14th day of April 2026.

Connor Traut
Mayor

Lamiya Hoque
Vice Mayor

Joyce Ahn
Council Member

Carlos Franco
Council Member

Susan Sonne
Council Member

April 14, 2026
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

PROCLAMATION RECOGNIZING APRIL 2026 AS AUTISM ACCEPTANCE MONTH

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria M. Vicuna, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Autism Acceptance Month 2026.pdf

AUTISM ACCEPTANCE MONTH
APRIL 2026

WHEREAS, *autism and other types of neurodiversity are quite common in our society, an estimated 1 in 44 children and more than 5 million adults, in the United States, are autistic; and,*

WHEREAS, *autism is a neurological difference that can impact a person's social skills, communication, relationships, perspective, and self-regulation; and,*

WHEREAS, *autistic people can have differences in communication, hearing delays, or sensitivities in physical and visual stimuli that can contribute to autistic people being misunderstood in our society; and,*

WHEREAS, *there are many common misconceptions on what it means to be autistic; and,*

WHEREAS, *functioning labels, such as high or low functioning autism, are not helpful and can cause harm, as autism is not a line of least-to-most autistic, but is a spectrum of abilities that vary for each autistic person; and,*

WHEREAS, *intersectional factors of sex, race, gender identity, sexual orientation, class, and other indicators of difference can contribute to barriers in discussions of autism acceptance and diagnosis; and,*

WHEREAS, *autistic people have identified firsthand what is important in their own therapies, including promoting positive outcomes, preventing harm to people with disabilities, protecting people's autonomy, advocating for inclusion, being sensitive to past trauma, and supporting cultural competency; and,*

WHEREAS, *autistic people are capable members of our society and contribute in many meaningful ways; and,*

WHEREAS, *many autistic people are proud to be autistic, citing common autistic features such as attention to detail, deep focus, observational skills, creativity, accepting of others' differences, a commitment to integrity and loyalty, unique thought processes that lead to novel approaches and innovations, and more; and,*

WHEREAS, *neurodiversity should be a valued and celebrated aspect of our community's diversity, autistic and other neurodivergent people should be accepted and included in society, and more work is needed to encourage acceptance of neurodiversity that exists in our communities; and,*

WHEREAS, *the City is committed to making Buena Park a safe, inclusive, and welcoming place where people of all physical, mental, and sensory abilities belong.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby declare April 2026 as "AUTISM ACCEPTANCE MONTH" and joins self-advocates, family members, caregivers, medical professionals, and dedicated organizations across our state in raising awareness, celebrating the numerous ways individuals with Autism Spectrum Disorder enhance the quality of our communities and enrich our world, fostering acceptance, and working together to create a more welcoming and inclusive environment for all.

PASSED AND ADOPTED this 14th day of April 2026.

Connor Traut
Mayor

Lamiya Hoque
Vice Mayor

Joyce Ahn
Council Member

Carlos Franco
Council Member

Susan Sonne
Council Member

April 14, 2026
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

AGREEMENT WITH KNOTT'S BERRY FARM TO PERFORM POLICE DETAIL SERVICES FOR FISCAL YEARS 2025-2026 AND 2026-2027

PREPARED BY	PRESENTED BY
Ryan Dieringer, Police Captain	Ryan Dieringer, Police Captain
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Brad Geyer, Interim Police Chief	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with Knott's Berry Farm to provide supplemental police detail services for fiscal years 2025/2026 & 2026/2027; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

The City of Buena Park and Knott's Berry Farm last entered into a services agreement on January 1, 2024, covering the period from July 1, 2023, through June 30, 2025. The contract was set to renew annually unless either party opted out.

DISCUSSION

For several years, Buena Park Police Department officers have worked at Knott's Berry Farm on an overtime basis to provide supplemental law enforcement services to Knott's Berry Farm, as is permitted by Section 53069.8 of the Government Code. The services provided by the Department include investigating and resolving crimes, additional security, crowd control, traffic control, and police presence to enhance the park experience for patrons.

Over the last several months, the Department has worked with the City Attorney's Office and Knott's Berry Farm to update the terms and conditions of the parties' services agreement, with a goal of modernizing and clarifying the existing agreement and updating the compensation to be paid to reflect Department compensation schedules.

The updated agreement is now presented for City Council consideration. If approved by the City Council, the Department will continue to provide supplemental law enforcement services to Knott's Berry Farm for fiscal years 2025-2026 and 2026-2027. Knott's Berry Farm will reimburse the City for costs at the rate of top-step police overtime pay, including workers' compensation, a Medicare contribution, and an administrative fee. There is no budget expense and/or incurred cost to the City.

BUDGET IMPACT

The rate for police officer pay (reimbursed by the Knott's) will be $119.02 per hour for FY 25-26 and $124.98 per hour for FY 26-27. The rate for sergeant pay will be $154.39 per hour for FY 25-26 and $162.10 per hour for FY 26-27. The contract terms detail specific circumstances under which a sergeant rate would be required. The initial cost of services before reimbursement is including in the Department's approved budget (Account No. 11-5111-650406). The revenue received as part of this agreement is also included in the adopted budget (Account No. 11-3721-650406). There is no budget expense and/or incurred cost to the City.

Attachments

Buena Park PD (KBF) General Services Agmt 25-26 and 26-27.pdf

2026.102 Knotts Berry Farm (PD - L. Cota).pdf

AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES BY AND BETWEEN CITY OF BUENA PARK AND KNOTT'S BERRY FARM LLC

This Agreement for Supplemental Law Enforcements Services is dated as of July 5, 2025, and entered into by and between the City of Buena Park ("City"), a Charter City, and Millennium Operations LLC dba Knott's Berry Farm (hereinafter "KBF"), with reference to the following facts:

RECITALS

(a) California Government Code Section 53069.8(a)(3) authorizes City to contract on behalf of the Buena Park Police Department ("Department") to provide supplemental law enforcement services to private entities at critical facilities on an occasional or ongoing basis, with a "critical facility" for this purpose including any building, structure, or complex which, in the event of a disaster (natural or manmade), poses a threat to public safety;

(b) KBF owns and operates two critical facilities located in City that attract high levels of public attendance and generate substantial law enforcement demands, with one facility being Knott's Berry Farm located at 8039 Beach Boulevard ("Knott's Berry Farm") and the second facility being Knott's Soak City located at 8200 Beach Boulevard ("Soak City");

(c) KBF is desirous of contracting with City for supplemental law enforcement services at Knott's Berry Farm and Soak City (jointly the "Facilities"), and City is agreeable to providing such services to KBF, subject to and on the terms and conditions set forth in this Agreement; and

(d) This Agreement is authorized by Section 53069.8 of the California Government Code and is anticipated to have a positive impact on the Department, KBF, and community at large by increasing efficiency, patron and community safety, reducing response times, and easing the strain on local resources associated with the Facilities.

NOW THEREFORE, for good and valuable consideration City and KBF (at times herein referred to individually as a "Party" and jointly the "Parties") agree as follows:

AGREEMENT

1.0 SCOPE OF SERVICES

1.1 City agrees, as available and through the Department, to provide supplemental law enforcement services described in this Agreement within the boundaries of the Facilities.

1.2 The service levels established by this Agreement have been collaboratively developed by the Department and KBF. The agreed upon service levels to be provided by the Department under this Agreement are as follows:

(a) Knott's Berry Farm. During operating hours and subject to officer availability: one (1) Department officer will be assigned to Knott's Berry Farm every Monday, Tuesday, Wednesday, or Thursday, provided that two (2) Department officers will be assigned on any federal holiday; and two (2) Department officers will be assigned at Knott's Berry Farm every Friday, Saturday, or Sunday.

(b) Soak City. During operating hours, which are limited to summer months, and subject to officer availability, one (1) Department officer will be assigned to Soak City.

1.3 Shift durations are discretionary, but consultation should occur between both parties to ensure there is adequate coverage.

1.4 KBF shall utilize best efforts to provide at least seven (7) days' notice of the need for officers in addition to the service levels set forth in Section 1.2 to provide traffic control on public roadways adjacent to the Facilities or at the Facilities during high-attendance events such as Halloween Haunt, annual or pre-planned special events or festivals known or expected to draw high-attendance, or federal holidays.

1.5 Each additional Department officer (i.e. above the base service levels established in Section 1.2) that is made available shall be paid for by KBF at the applicable hourly rate specified in Exhibit "A" (as amended from time to time). Additional Department officers shall be assigned and made available in only pairs, and in the event six (6) or more Department officers are assigned to the Facilities at any one time, a field supervisor shall serve as one of the assigned officers and KBF will compensate City at the applicable hourly rate for the field supervisor specified in Exhibit "A" (as amended from time to time).

1.6 KBF will provide the Department with monthly attendance reports for the Facilities to be used by the parties to evaluate the adequacy of staffing and service levels under this Agreement, in consideration of guest and officer safety. The Department agrees to keep and maintain said attendance reports as confidential security reports / files that are exempt from disclosure absent court order.

1.7 Any increase or reduction to the base service levels established in Section 1.2 shall be mutually agreed upon by both parties and shall be reflected in a written amendment to this Agreement.

1.8 The supplemental law enforcement services provided under this Agreement shall be rendered by regularly appointed peace officers as defined in California Penal Code section 830.1. Such services shall encompass only law enforcement duties and functions

customarily rendered by the Department under the Charter of the City, the statutes and laws of the State of California, and the policies and procedures of the Department.

1.9 The supplemental law enforcement services provided under this Agreement do not include those services not authorized to be provided by private patrol operators, as defined in California Business and Professions Code section 7582.1, nor the enforcement of any rules, regulations, and/or policies of KBF. KBF, or its designated personnel, will manage patron conduct and enforcement of park rules prior to requesting police intervention, consistent with the authority set forth in Penal Code section 490.6. If deemed appropriate in the exercise of their lawful discretion, Department officers may take enforcement action under Penal Code section 602.1.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services, the rank of personnel provided, the selection and discipline of the Department's personnel provided, the manner of performance of the policing function, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services, and the control of such personnel shall remain with the Department.

2.2 All officers assigned to the performance of services under this Agreement are and shall remain employees of the City.

2.3 All KBF employees who work or cooperate with the Department in performance of this Agreement are and shall remain employees of KBF and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from City based on this Agreement. No KBF employee shall become an employee of City.

2.4 KBF shall not be called upon to assume any liability for the direct payment of any Department salaries, wages, or other compensation to any City personnel performing services hereunder. Except as herein otherwise specified, KBF shall not be liable for compensation or indemnity to any City employee or agent of City for injury or sickness arising out of his/her performance of services hereunder.

2.5 Both parties hereto in the performance of this Agreement are and shall be independent contractors and not agents, employees, partners, joint venturers, or associates of one another.

3.0 INDEMNIFICATION

3.1 Neither party shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.

3.2 Notwithstanding anything contained in this Section 3.0 elsewhere in this Agreement, City shall have no obligation or liability, including any obligation to indemnify, defend, or hold harmless KBF, its officers employees or agents ("Indemnified Parties") (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act, or (c) for any injury, loss or damage caused by any means whatever, except as the direct and immediate consequence of a failure by City to perform a duty specifically stated herein.

3.3 KBF understands and agrees that the supplemental law enforcement services provided under this Agreement are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The Department shall have no obligation to patrol or provide law enforcement at the Facilities or any other specific location at any particular time(s), except under a written schedule provided in advance by KBF to the Department.

3.4 Notwithstanding anything contained herein, City's obligations hereunder to the Indemnified Parties shall be limited by and shall not constitute the waiver of any immunity from liability or freedom from suit or liability provided by constitution, statutory, or decisional law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the Indemnified Parties.

3.5 Any obligation by either party to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section 3.0, Indemnification.

3.6 If liability is imposed by reason of a dangerous physical condition of the property of KBF, KBF shall assume liability and defend and hold City, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any physical condition of KBF's property and any negligent or wrongful act or omission of KBF's officers, agents, and employees, in any way connected with such physical condition of KBF's property.

3.7 This Section 3.0 shall survive termination or expiration of this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence on July 5, 2025, and shall terminate on June 30, 2027, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

5.1 Notwithstanding any other provision of this Agreement, the City may pause or cancel the provision of services under this Agreement if the Department concludes that

it has insufficient available personnel to provide the services required by this Agreement and to perform the Department's other duties as required by law. In such event, the Department will provide at least thirty (30) calendar days' notice of its inability unless circumstances preclude the Department, as a practical matter, from giving at least thirty (30) calendar days' advance notice, in which event the Department shall provide such notice of less than thirty (30) calendar days' as is feasible and practical under the circumstances.

5.2 Either party may terminate this Agreement with or without cause by giving not less than one hundred twenty (120) calendar days' advance written notice to the other party.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the City under this Agreement, KBF shall pay City at the appropriate and prevailing billing rates established by the City set forth in Exhibit A, Department Rate Sheet for FY 2025-2026 and FY 2026-2027, attached hereto and made a part hereof. The billing rates listed may be readjusted annually by the City effective no earlier than July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be published by the City and attached to this Agreement as an Amendment to reflect the change in billing rates each fiscal year. Notwithstanding Section 5.0 above, KBF shall have the right to terminate this Agreement within (30) calendar days' after a notice of billing rate increase.

6.2 The billing rates are developed by the City to reflect the City's actual costs in the compensation of employees, the administration of workers' compensation benefits, and the overhead of the Department attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted with reference to the salary and benefits schedules that are approved from time to time by the Buena Park City Council for members of the Department.

7.0 PAYMENT PROCEDURES

7.1 Each month during the term of this Agreement, the City, through the Department, shall render to KBF a summarized invoice which covers all services performed during said month, and KBF shall pay City for all undisputed amounts within sixty (60) calendar days' after date of said invoice. Payment for said services shall be made by check or money order payable as directed on the monthly invoice.

7.2 If such payment is not delivered to the City within sixty (60) calendar days' after the date of the invoice, the City is entitled to recover interest thereon at the rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due. For all disputed amounts, KBF shall provide the City with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days' after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days' after the dispute resolution is memorialized.

8.0 AMENDMENTS

8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the City Manager and KBF.

8.2 Notwithstanding Paragraph 8.1 above, the Chief of Police is hereby authorized to execute, on behalf of the City, Amendments that revise the service levels set forth in Section 1.2 of this Agreement or make annual billing adjustments described in Section 6 of this Agreement.

9.0 INSURANCE

Each party shall keep and maintain self-insurance coverage in an amount adequate to cover each party's obligations under this Agreement.

10. MISCELLANEOUS

10.1 Assignment, Delegation and Subcontracting. A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.2 Authorization and Warranty. KBF represents and warrants that the person executing this Agreement for KBF is an authorized agent who has actual authority to bind KBF to each and every term, condition, and obligation of this Agreement and that all requirements of KBF have been fulfilled to provide such actual authority.

10.3 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Orange.

10.4 Notices. Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person

named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice thereof to the other party.

Notices to the City shall be addressed as follows:

City of Buena Park
Attn: Chief of Police
6640 Beach Blvd.
Buena Park, CA 90622
Phone: (714) 562-3919

Notices to KBF shall be addressed as follows:

Millennium Operations LLC dba Knott's Berry Farm
Attn: Regional General Manager
8039 Beach Boulevard
Buena Park, CA 90620

Copy to:
Six Flags Entertainment Corporation
Attn: Legal Department
One Cedar Point Drive
Sandusky, OH 44870

10.5 Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected.

10.6. Waiver. No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

10.7 Statement of Construction. By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules, and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules, and regulations, then the applicable provision of such collective bargaining or other labor agreements, and such policies, rules, and regulations shall take precedence for purposes of the construction of this Agreement.

10.8 Attorneys' Fees. The prevailing Party in any legal action arising out of this Agreement shall be entitled to recover reasonable attorneys' fees, experts' costs and all costs of suit.

10.9 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.10 Entire Agreement. This Agreement and referenced exhibits constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless

prepared pursuant to Section 8.0 of this Agreement.

NOW THEREFORE, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**		**MILLENNIUM OPERATIONS LLC dba KNOTT'S BERRY FARM**	
Signature		Signature	
Name:	Aaron France	Name:	
Title:	City Manager	Title:	

ATTEST:

BY: _____
Adria M. Vicuña, MMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

Exhibit A

Department Rate Sheet for Fiscal Years 2025-2026 and 2026-2027

Department Rate Sheet for Officers: Fiscal Year 25 - 26	Hourly Rate
FY25/26 top-step officer overtime	$ 99.13
1.45% Medicare	$ 1.44
7.77% Worker Compensation	$7.63
10% Admin Charge	$10.82
Total Officer Detail Rate	$119.02

Department Rate Sheet for Supervisors: Fiscal Year 25 - 26	Hourly Rate
FY25/26 top-step supervisor overtime	$128.59
1.45% Medicare	$1.86
7.77% Worker Compensation	$9.90
10% Admin Charge	$14.04
Total Supervisor Detail Rate	$154.39

Department Rate Sheet for Officers: Fiscal Year 26 - 27	Hourly Rate
FY26/27 top-step officer overtime	$104.09
1.45% Medicare	$1.51
7.77% Worker Compensation	$8.02
10% Admin Charge	$11.36
Total Officer Detail Rate	$ 124.98

Department Rate Sheet for Supervisors: Fiscal Year 26 - 27	Hourly Rate
FY25/26 top-step supervisor overtime	$135.01
1.45% Medicare	$1.96
7.77% Worker Compensation	$10.40
10% Admin Charge	$14.74
Total Supervisor Detail Rate	$162.10

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
200 Public Square, Suite 3760
Cleveland, OH 44114-1824

CN102930688--GAWU-25-26 CedarF

CONTACT NAME: Marsh | U.S. Operations & Technology
PHONE (A/C, No, Ext): (866) 966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Knott's Berry Farm
8039 Beach Boulevard
Buena Park, CA 90620

APPROVED
By Eddie Fenton at 8:52 pm, Apr 07, 2026

COVERAGES **CERTIFICATE NUMBER:** CLE-007151590-05 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X LIQUOR LIABILITY INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			XSL G49366978	10/31/2025	10/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 1,000,000 $ NIL $ NIL $ 1,000,000 $ 5,000,000 $ 5,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H11360671	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PHYSICAL DAMAGE	$ 3,000,000 $ $ $ $ Self-Insured
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72801064 (AOS) WCU C72801088 (OH) SCF C72801076 (WI)	10/31/2025 10/31/2025 10/31/2025	10/31/2026 10/31/2026 10/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: The City, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials, and designated volunteers are included as an additional insured under the General Liability policy as required by written contract.

City of Buena Park The certificate holder is included as an additional insured under the General Liability policy as required by written contract

CERTIFICATE HOLDER

City of Buena Park
6650 Beach Blvd
Buena Park, CA 90621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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April 14, 2026
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

BUDGET ALLOCATION TO REPLACE TWO PUBLICLY ACCESSIBLE LEVEL-3 ELECTRIC VEHICLE (EV) CHARGERS

PREPARED BY	PRESENTED BY
Joe Hunt, Public Works Manager	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget allocation in the amount of $47,925 from the undesignated AB2766/AQMD Fund balance for the replacement of two level-3 electric vehicle (EV) chargers.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City installed two level-3 fast DC EV chargers in 2019, running on the Chargepoint network. These chargers have ceased functioning and are deemed end-of-life by Chargepoint, so they can no longer be serviced or repaired. The City received three proposals to replace both chargers with functional units, and recommends that the City Council approve a budget allocation of $47,925 from the undesignated AB2766/AQMD Fund balance for this purpose. EV charging infrastructure is an allowed use of these funds.

Although the total project cost will be within the City Manager’s signature authority, City Council approval is required to appropriate the necessary funding. The associated agreements will be prepared in coordination with the Purchasing Division and City Manager's Office, upon approval.

BUDGET IMPACT

Staff is requesting that the City Council appropriate $47,925 from the undesignated AB2766/AQMD Fund balance to the Equipment Maintenance Professional Contractual Account (Account No. 71-6240-171710) for the purpose of replacing the level-3 EV chargers.

April 14, 2026
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

BUDGET ALLOCATION FOR THE CITY OF BUENA PARK CELEBRATION OF AMERICA'S 250TH ANNIVERSARY

PREPARED BY	PRESENTED BY
Mark Sauceda, Community Services Supervisor	Mark Sauceda, Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget allocation in the amount of $15,000 from the undesignated General Fund balance for the City's Celebration of America's 250th Anniversary event.

PREVIOUS CITY COUNCIL ACTION

At the study session on March 24, 2026, the City Council directed staff to move forward with planning a Buena Park celebration of America's 250th anniversary.

DISCUSSION

At the study session on March 24, 2026, and at the request of Vice Mayor Hoque and Mayor Traut, the City Council discussed the opportunity to host a community celebration recognizing the 250th anniversary of the founding of the United States of America. Staff proposed incorporating this celebration into the City's existing Summer Concert Series.

Staff is coordinating with Knott's Berry Farm to secure a location in front of the replica of Independence Hall. This venue provides a unique and symbolic setting consistent with the theme of honoring the nation's founding. Staff proposes hosting the event on Wednesday, July 1, 2026, from 6 pm to 9 pm, as the kickoff to the 2026 Summer Concert Series. The event theme will be: "Celebrating America - 250 Years!" Planned activities and programming are anticipated to include live musical entertainment (with band costs included in the existing Summer Concert Series budget), a children's craft area with patriotic-themed activities, community booths featuring local organizations, photo opportunities, and food and merchandise offerings provided by Knott's Berry Farm.

The event is intended to create a festive, community-oriented atmosphere celebrating the nation's history while bringing residents and visitors together to launch the City's summer programming. Parking and transportation logistics are currently being coordinated between Knott's Berry Farm and Buena Park Downtown, located across Stanton Avenue. Options under consideration include shared parking and shuttle service between locations. Final details will be presented to the City Council upon completion of coordination efforts.

The proposed event will serve as a meaningful kickoff to the Summer Concert Series while commemorating a historic national milestone. The Independence Hall setting enhances the patriotic theme and overall community experience.

Following discussion by the City Council, the proposed program was approved.

As this is an expansion of an existing program, a budget allocation is requested. Staff recommends a budget allocation of $15,000 from the undesignated General Fund balance for this purpose.

BUDGET IMPACT

A budget allocation in the amount of $15,000 is requested from the undesignated General Fund balance to the Community Services budget (Account No. 11-6690-275105) for this purpose.

April 14, 2026
CONSENT CALENDAR
Item No. 4I.

City Council Agenda Report

BUDGET AMENDMENT FOR THE LITERACY WALK INSTALLATION AT HEROES PARK

PREPARED BY	PRESENTED BY
Maddie Villapando , Community Services Supervisor	Maddie Villapando , Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget amendment in the amount of $30,000 from the undesignated General Fund balance for the purchase and installation of signage for the Literacy Walk at Heroes Park.

PREVIOUS CITY COUNCIL ACTION

At the City Council meeting of March 24, 2026, the City Council supported the purchase and installation of a Literacy Walk at Heroes Park as part of a pilot program.

DISCUSSION

The proposed Literacy Walk would be installed around the playground area at Heroes Park, intentionally centering the experience within a highly utilized space frequented by families. By integrating reading and movement into a single activity, the project encourages children to remain physically active while engaging in age-appropriate literature.

The Literacy Walk could consist of a total of 20 signs, including 1 introductory sign explaining the purpose and use of the program, 18 story display signs, and 1 concluding sign thanking participants and providing a QR code to track usage and gather community feedback. The signs would be installed approximately 40 steps apart, creating a guided pathway that wraps around the playground area.

Sign specifications are as follows:

- Sign frame size: 24" x 18"
- Printed story insert size: 17" x 11"

The total estimated cost for the purchase and installation of the signs is $28,808.50. Staff has included a contingency of $1,191.50 to account for any unforeseen project costs, bringing the total requested amount to $30,000.

Although the total project cost falls within the City Manager's signature authority, City Council approval is required to appropriate the necessary funding.

BUDGET IMPACT

Staff requested City Council approve a budget amendment in the amount of $30,000 for the Literacy Walk project (Account No. 11-6240-275130). Staff is also currently working to secure a $10,000 grant from Providence St. Jude Medical Center to help offset project costs.

April 14, 2026
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

RESOLUTION ADOPTING THE BUENA PARK SAFE ROUTES TO SCHOOL (SRTS) PLAN

PREPARED BY	PRESENTED BY
Norm Wray, Senior Engineering Technician	Norm Wray, Senior Engineering Technician
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution implementing the Safe Routes to School (SRTS) Plan.

PREVIOUS CITY COUNCIL ACTION

On October 22, 2024, the City Council awarded Professional Services Agreement (PSA) No. 24-10 to Kimley-Horn and Associates, Inc., for the preparation of the Buena Park SRTS Plan. This project is primarily funded through the California Sustainable Transportation Planning Grant Program (STPGP) to a maximum amount of $405,150, with the remaining portion funded through the City's General Fund.

DISCUSSION

The purpose of a SRTS plan is to provide safer, more comfortable ways for students and families, to walk, bike, scoot, and roll to school. A SRTS can improve safety, promote and encourage active lifestyles, reduce congestion, and improve the environment through a reduction in emissions. The intent of the plan is to identify clear and implementable programs and active transportation projects. This plan was designed to fit within the framework of other adopted plans, such as the Buena Park Active Transportation Plan and the Buena Park Complete Streets Master Plan. It was also designed to fit well with other regional (OCTA and SCAG) and state plans related to complete streets and SRTS.

Community outreach and feedback were key components of the SRTS plan development. The project team used a variety of methods to do this including:

- Meeting (online and in person) with staff at all 14 project schools
- Meeting (online and in person) with staff from all 4 school districts
- Social media posts through the City’s social media channels
- On-site “walk audits” at all 14 project schools
- An online portal to provide project information (https://www.buenapark.com/SRTS)

- “Pop up” events at 4 City held community events
- SRTS workshops at 2 project schools
- Attending “Back to School” nights at 7 project schools
- Making project materials available in English, Spanish, and Korean
- Providing translation services at community and school events

As a result, the project team was able to obtain specific feedback about parent, student, and school staff concerns at all 14 schools. This feedback was used throughout the development of the plan recommendations.

Based on public feedback and recognized SRTS strategies, the SRTS Plan has a variety of implementable programs and improvements for all schools in Buena Park. The programs and improvements fall into two broad categories: infrastructure and non-infrastructure. Infrastructure improvements are related to physical engineering projects that can be used near schools, and include:

- Traffic calming
- Raised crosswalks
- Bike lanes
- Curb ramps
- Curb extensions
- Intersection controls (flashing beacons, STOP signs, traffic signals, etc.)

These types of improvements are primarily meant to be implemented by the City in the public right-of-way, and can be done with continued feedback from schools and the community.

Non-infrastructure improvements include a variety of outreach, engagement, and teaching programs such as:

- Back to school safety programs
- Bicycling workshops
- Student led active transportation clubs

These types of programs are often intended to be conducted at schools with the students, and the City can partner with schools to help create these programs and provide program materials. A major recommendation of the non-infrastructure improvements is for the City to create a part-time “Active Transportation Coordinator” role to act as a liaison between the City, schools, other agencies (such as OCTA, SCAG, and Caltrans), and to help implement the various goals of both the Active Transportation Plan and the SRTS Plan. This type of position could be funded through various types of transportation grants available to the City.

In addition to general types of improvements and programs, the SRTS Plan has a specific set of recommendations for 13 of the 14 schools in the City. **Important Note:** The Anaheim Union School District informed staff that Hope Special Education School is going to be relocated outside of the City of Buena Park, and that the facility will no longer be operated as a school campus. Given this information, the SRTS Plan does not have specific recommendations for this school.

A “school profile” was created for each of the other 13 schools in the City. The profiles include specific infrastructure and non-infrastructure recommendations for each school. These recommendations were based on best engineering practices as well as specific concerns that were generated by the outreach and engagement portion of the project.

The SRTS Plan also includes a school prioritization matrix. The intent of this matrix is to provide a framework for prioritizing where projects should be targeted in order to maximize benefits to the community and to ensure that funding is targeted in areas that need it the most. The prioritization matrix has a maximum score of 100 points, and each school was scored on the following criteria:

- Safety Factors (35 points max.)

- Equity Factors (30 points max.)
- Potential for Mode Shift Change (20 points max.)
- Student Density and Family Formation (15 points max.)

Lastly, the SRTS Plan included the formation of an Advisory Committee (AC) that reviewed the plan through its various stages and provided feedback on plan development. The AC included members from Caltrans, OCTA, the City of Buena Park, Buena Park Police Department, school districts, and individual schools. The AC assisted in developing a plan that is responsive to public feedback and makes recommendations based on recognized SRTS principles.

The SRTS Plan has identified a number of excellent improvements and strategies that will help to provide safer and more comfortable ways for students to walk, bike, scoot, and roll to schools. It will serve as a valuable resource for upcoming Capital Improvement Projects. It will also position the City to be highly competitive in seeking grants to implement the various improvements that have been identified.

BUDGET IMPACT

There is no budget impact associated with the adoption of the Resolution.

The PSA for Kimley-Horn is in the amount of $432,017.82. The STPGP grant for the project has a maximum reimbursable amount of $405,150, or up to 88.24% of the final project cost ($381,212.52). To date, staff has invoiced Caltrans for $323,823.66 of this amount. Staff anticipates making a final reimbursement request to Caltrans for the remaining amount within the next three months. Staff anticipates that the ultimate cost to the City will be $50,805.30 for the development of the SRTS Plan. This cost is funded by the General Fund (Account No. 11-190066-9806).

Attachments

Att 1 of 2 - Resolution.pdf

Att 2 of 2 - SRTS Plan Optimized.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING THE BUENA PARK SAFE ROUTES TO SCHOOL PLAN.

WHEREAS, the City of Buena Park ("City") supports policies and programs that focus on health and wellness and healthier community environments, with the safety of children being of primary concern to both residents and the City Council for the City; and

WHEREAS, walking, biking, and other forms of active transportation has been shown to enhance the health and overall physical activity of children, improve air quality and the environment, and reduce traffic congestion and speeds around school zones; and

WHEREAS, the Safe Routes to School ("SRTS") program is an international movement that promotes the creation of safe, convenient, healthy, and fun opportunities for children to commute to school by walking, biking, scooting, or rolling as alternatives to private vehicles ; and

WHEREAS, over the last several months, the City has engaged schools, students, neighborhoods, and other community stakeholders in development of a SRTS Plan that identifies implementable active transportation projects in the community that prioritize safety and equity, and reflect the ongoing and emerging safe multimodal access and circulation needs of the community; and

WHEREAS, the City Council has considered the proposed SRTS Plan submitted herewith this resolution, and desires to adopt this resolution approving said plan in furtherance of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Buena Park, as follows:

Section 1. Based on the agenda report, presentations, public comment, and other matters presented to the City Council in connection with its consideration of this item, the City Council finds and declares the foregoing Recitals are true and correct and hereby incorporates the same as a substantive part of this resolution.

Section 2. The City Council hereby adopts and approves the Buena Park Safe Routes to School Plan attached hereto as Exhibit A, and made a part of this Resolution, and authorizes and directs that said SRTS Plan be adopted and incorporated into future substantive amendments to the General Plan for the City of Buena Park

Section 4. The City Clerk shall certify to the adoption of this resolution which is effective immediately upon approval by the City Council.

PASSED AND ADOPTED this 14th day of April, 2026, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

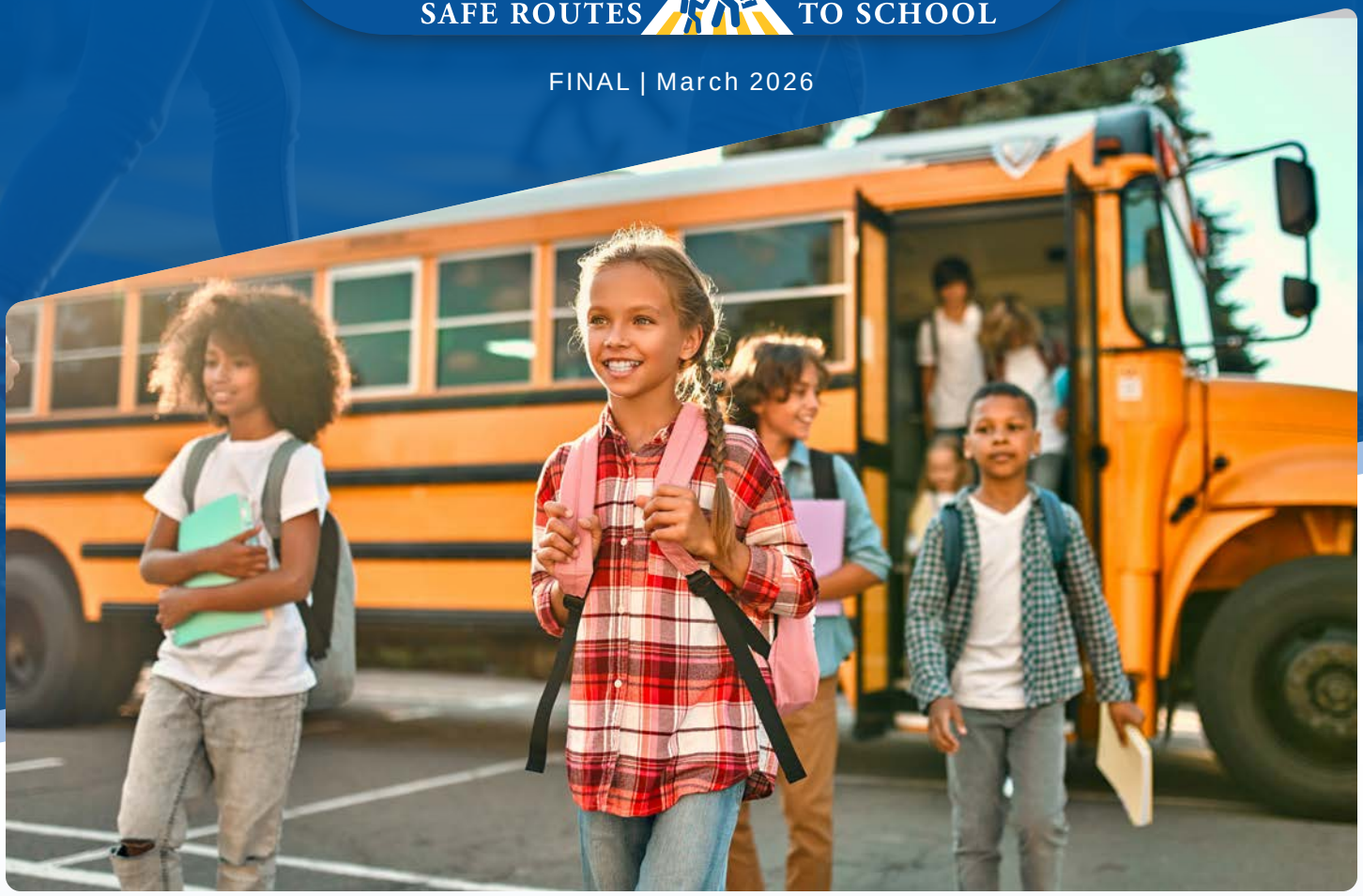
_____
City Clerk

I, Adria M. Vicuña, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 14th day of April, 2026.

_____
City Clerk

BUENA PARK
SAFE ROUTES TO SCHOOL

FINAL | March 2026











The preparation of this plan was funded through a Sustainable Transportation Plan Program grant from the State of California - Department of Transportation.

Prepared for:

BUENA PARK
Center of the Southland
CALIFORNIA

Prepared by:

Kimley»Horn

REDMAN CONSULTING

ACKNOWLEDGEMENTS

This SRTS Plan would not have been possible without the dedication of stakeholders at each of the 14 Project Schools. Special thanks to Leticia Zaragoza at Buena Park School District, Stephanie Williamson at James A. Whitaker Elementary School, Dr. Sonje Berg at Buena Park High School, and Jason Blade formerly at Holder Elementary School, among others listed below.

BUENA PARK CITY COUNCIL

Mayor Connor Traut (District 5)
Vice Mayor Lamiya Hoque (District 4)
Council Member Carlos Franco (District 2)
Council Member Susan Sonne (District 3)
Council Member Joyce Ahn (District 1)

BUENA PARK CITY DEPARTMENTS

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Carina Coles, Public Works
Deepthi Arabolu, Public Works
Mina Mikhael, Public Works
Connor Lee, Police Department

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Peter Sotherland, OCTA

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Leticia Zaragoza, Buena Park School District
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Mitch Ramsay, Centralia Elementary School District
Nancy Alvarado, Centralia Elementary School District
Sue Johnson, Savanna School District
Steve McLaughlin, Fullerton Joint Union High School District
Michael Matsuda, Anaheim Union High School District

SCHOOLS

Jeselle Mata, Arthur F. Corey Elementary
Jay Beckelheimer, Buena Park Middle
Leslie Chavez, Carl E. Gilbert Elementary
Rebecca Taylor, Charles G. Emery Elementary
Arla Little, Charles G. Emery Elementary
Dr. Joaquin Valdez, Gordon H. Beatty Middle
Stephanie Williamson, James A. Whitaker Elementary
Dr. Loriann Leota, Mabel L. Pendleton Elementary
Louie LeMonnier, Hope Special Education
Bianca Marchese, Buena Terra Elementary
Susan Ungaro, Dysinger Elementary
Shawn Stuht, Raymond Temple Elementary
Daniel Gonzalez, San Marino Elementary
Dr. Sonje Berg, Buena Park High
Maria Garcia, Holder Elementary

Credits: *The City of Buena Park acknowledges the State of California Department of Transportation (Caltrans) Sustainable Transportation Planning Program for funding the development of this Safe Routes to School Plan.*

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1 INTRODUCTION

WHAT?

The City of Buena Park has engaged schools, students, neighborhoods, and stakeholders for 18 months to develop our **first comprehensive Safe Routes to School (SRTS) Plan** designed to encourage more students to walk, bike, skate, scoot, or roll to and from school, and to improve safety and comfort as they do so. The SRTS Plan identifies **implementable active transportation projects** such as sidewalks, accessible curb ramps, safer crosswalks, bikeways, and **programs** (pedestrian and bike skills rodeos, safety presentations for elementary school students, walking school buses and bike trains, encouragement incentives, and contests) that prioritize **safety and equity**, as guided by more than a year of community and school input.

The Plan will reflect ongoing, as well as emerging, safe multimodal access and circulation needs based on changes in existing conditions near schools within the following five school districts:

- **Buena Park School District (BPSD)** – representing elementary and middle schools in the central and northern portion of the City.
- **Anaheim Union High School District** – representing junior high and high schools within the City, as well as Anaheim, Cypress, and La Palma.
- **Centralia Elementary School District (CESD)** – representing elementary schools in the southern portion of the City, as well as La Palma and Anaheim.
- **Fullerton Joint Union High School District** – representing high schools within the City, as well as Fullerton, La Habra, Anaheim, Brea, and La Palma.
- **Savanna Elementary School District** – representing elementary schools in the southernmost portion of the City, as well as Cerritos and Anaheim.

Within the five school districts, a total of 14 Project Schools were identified for inclusion in the SRTS Plan. The schools are numbered as follows:

Buena Park School District (Seven Schools)

1. Arthur F. Corey Elementary
2. Charles G. Emery Elementary
3. Carl E. Gilbert Elementary
4. Mabel L. Pendleton Elementary
5. James A. Whitaker Elementary
6. Buena Park Middle School
7. Gordon H. Beatty Middle School

Anaheim Union High School District (One School)

8. Hope Special Education

Centralia Elementary School District (Four Schools)

9. Buena Terra Elementary
10. Dysinger Elementary
11. Raymond Temple Elementary
12. San Marino Elementary

Fullerton Joint Union High School District (One School)

13. Buena Park High School

Savanna Elementary School District (One School)

14. Holder Elementary

It is noted that in September 2025, Anaheim Union High School District confirmed that Hope Special Education School would be relocated outside of the City of Buena Park and the current school site will be replaced with a recreational facility. Since this site will no longer operate as a school campus, a school profile has not been created for this school.

PROJECT VISION

Identify implementable SRTS projects that prioritize safety and equity based on feedback from schools and the community.

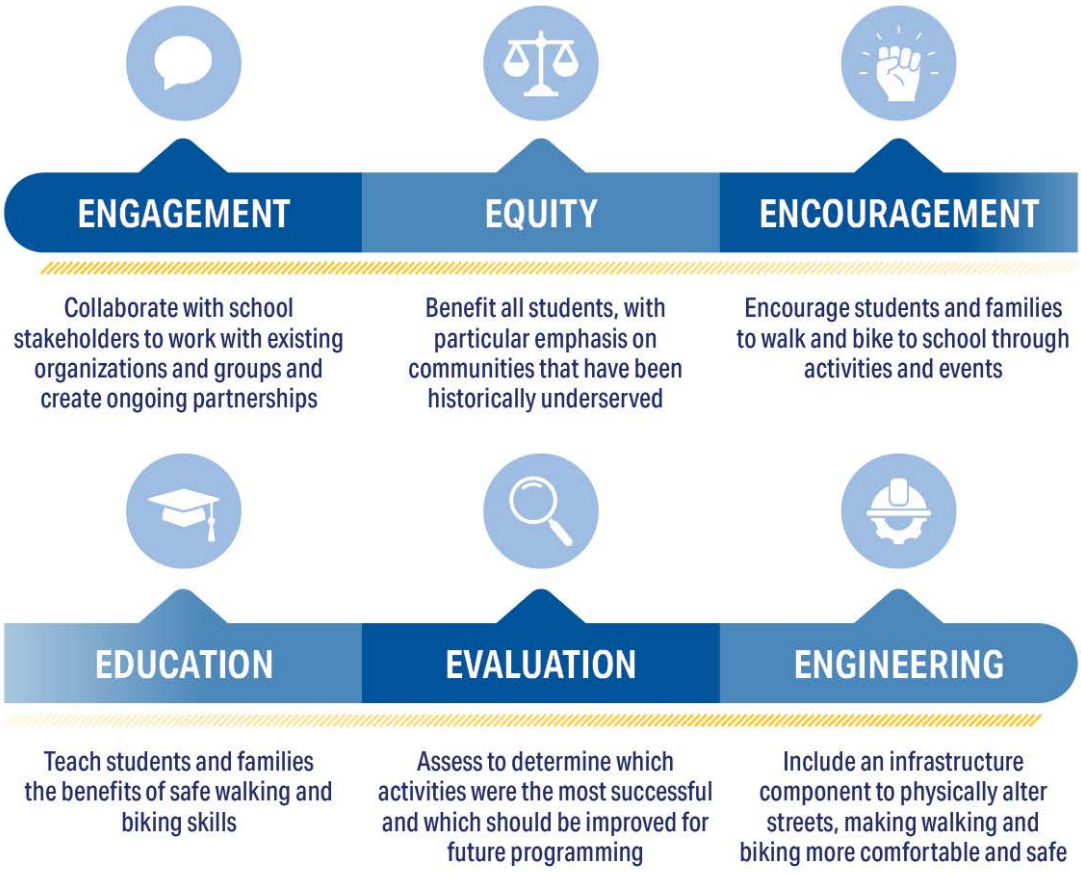
HOW?

Over decades of testing, evaluating, and refining SRTS strategies across the nation, communities, planners, and engineers have developed an evidence-based understanding of the comprehensive set of tools needed to encourage students to walk or roll to school more frequently, while addressing the concerns of parents and guardians about the safety and accessibility of local routes.

These strategies include physical improvements such as high-visibility crosswalks, enhanced sidewalks, curb ramps, pedestrian signals, bikeways, clearer wayfinding/signage, and traffic-calming measures. However, national experience has demonstrated that physical upgrades alone are not sufficient to significantly increase walking and rolling to school. Recognizing this, the City's SRTS Plan blends these "engineering" solutions with complementary programs focused on walking and bicycling safety, education, and encouragement. These initiatives introduce students to health-promoting travel habits and support sustained behavior change.

Together, the combination of engineering improvements and programmatic efforts—categorized under the Six Es: Engagement, Equity, Encouragement, Education, Evaluation, and Engineering—ensures that the most effective projects are implemented and that the resulting infrastructure is well-utilized.

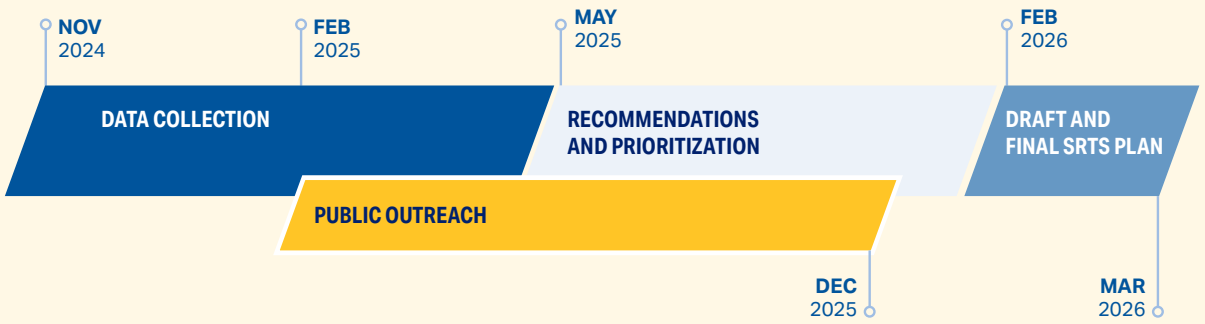
Six E's of SRTS Plan



SRTS Plan Goals

- Develop Buena Park's **first citywide SRTS Plan**
- **Improve safety** for children traveling to and from school by active transportation modes
- Identify and **close gaps in walking and biking infrastructure**
- Engage a **diverse group representative of our school communities** in planning decisions and selection of educational and encouragement programs

Project Timeline



WHY?

Simply put, walking and biking help keep children fit, happy, healthy, alert, and ready for their school day. The national SRTS nonprofit advocacy group, Safe Routes Partnership, identifies **eight major buckets of benefits** of a well-designed SRTS Plan. ***Whether you currently have children in one of the 14 Project Schools or not, whether you walk or ride a bike yourself, there are plentiful benefits for you!***



Source: https://saferoutespartnership.org/wp-content/uploads/2019/12/srp-benefits-infographic_final.pdf

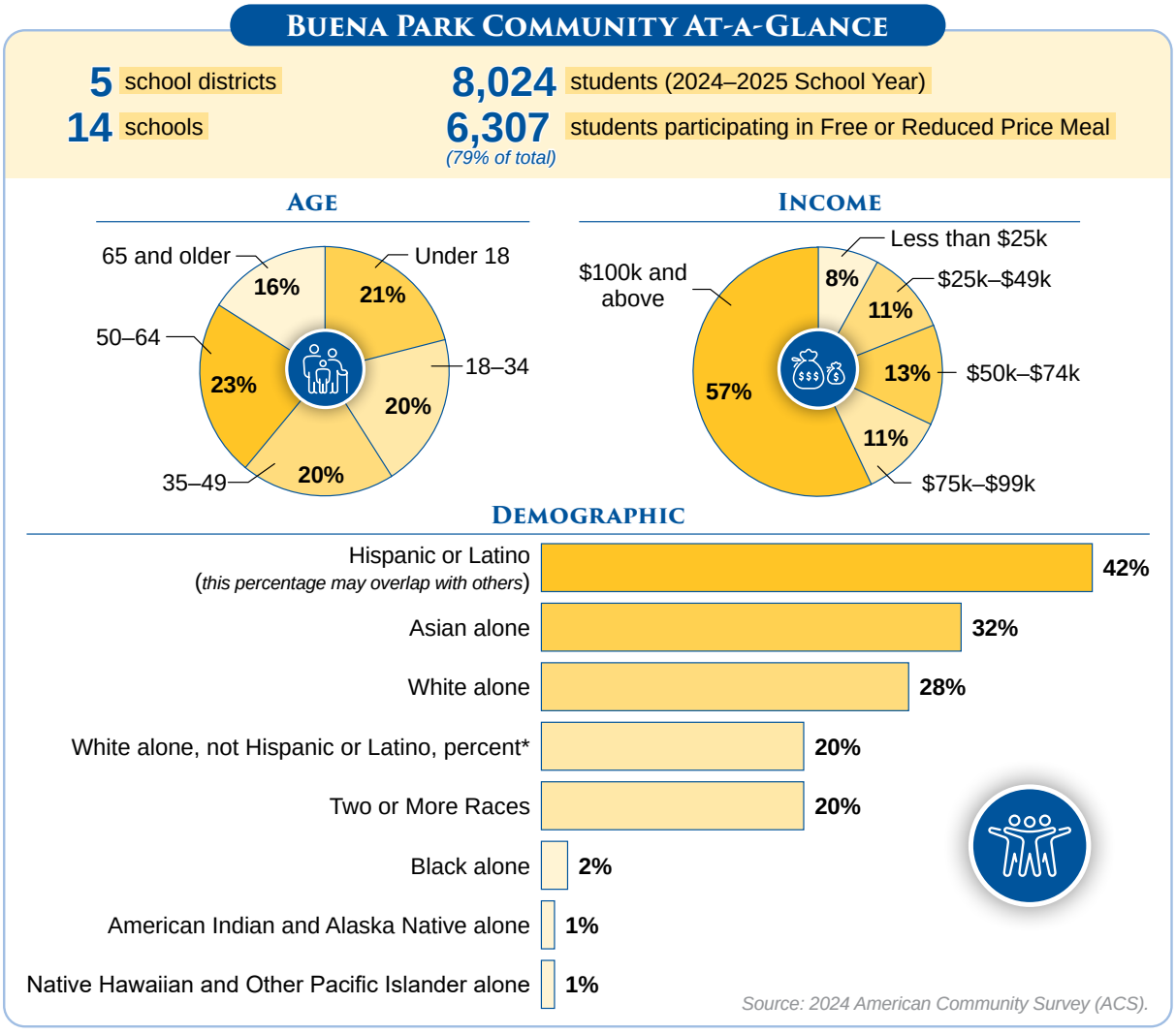
A Safe Routes to School Plan will make the City more competitive as it pursues federal, state, and regional formula and discretionary grant programs. It also helps direct the City's own resources to the most needed projects and programs near schools with the greatest needs.

WHO?

This Plan serves anyone going to school, living in, or traveling to or through the City of Buena Park.

- **8,000+ CHILDREN TRAVELING** to school each day
- **STUDENTS, FAMILIES, SCHOOLTEACHERS,** and **STAFF**
- Nearby neighborhoods wanting **SAFER LOCAL STREETS** and less congestion during school drop-off and pick-up periods
- All those traveling through **SCHOOL ZONES**, including commuting motorists
- Pedestrians needing **MORE TIME** or **ACCESSIBILITY** to cross the street, including children, the elderly, families with strollers, and those with a mobility impairment

Figure 1. Buena Park Community At-a-Glance



**Many individuals who identify ethnically as Hispanic or Latino also identify as another racial subgroup. This percentage excludes the population identifying as ethnically Hispanic or Latino and also as racially white.*

2 POLICY CONTEXT

The Project Team conducted a comprehensive literature review to build upon recent planning initiatives within the City and in the larger North Orange County area that are similarly focused on safe multimodal transportation for all. The Literature Review provides a summary of 12 current plans at the City of Buena Park, Orange County, Caltrans District 12, regional (Southern California Association of Governments/SCAG) and State of California levels. These interrelated policies and programs at different geographical levels of coverage have worked over the years to inform each other through several iterations and updates.

- Buena Park Active Transportation Plan (2024)
- Buena Park Complete Streets Master Plan (2017)
- Buena Park General Plan
  - Mobility Element (2010)
  - Housing Element (2022)
  - Environmental Justice Element (2022)
  - Implementation Element (2022)
- SCAG RTP/SCS – "Connect SoCal 2024"
- Orange County SRTS Action Plan (2021)
- Caltrans District 12 ATP (2022)
- California Safe Roads
  - 2020-2024 SHSP (January 2023 Update)
  - 2020-2024 SHSP: 2020 Implementation Plan
  - VRU Safety Assessment (2023)

These plans constitute part of the framework in which this SRTS Plan was developed, and in which it will be implemented. To a large extent, the more granular implementation of state and regional policies occurs at the county and city level. Therefore, the focus of review was on the City's 2024 Active Transportation Plan, the City's 2017 Complete Streets Master Plan, and the Orange County Transportation Authority's 2021 SRTS Action Plan.

Relevant to the SRTS Plan's engagement activities, the City leveraged recent efforts by building on established community partnerships and City staff's deepening awareness of multimodal safety, mobility, circulation, and access at increasingly granular levels. Implementation and project prioritization are detailed when relevant. These explanations ensure that SRTS Plan recommendations for both infrastructure and non-infrastructure appropriately reflect and are effectively folded into implementation priorities for other ongoing project development and delivery. Thus, for example, when Complete Streets projects are implemented, whether on a corridor basis or an ad hoc development basis, an SRTS implementation strategy would help ensure that the project sponsor would be apprised of the current recommendations coming from this SRTS Plan.

In general, various components of this SRTS Plan are well supported in the nested and interrelated local, county, regional, and state plans – as shown in **Table 1**. In terms of context, users, and priorities, the common goals and strategies for the six "E"s of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation) would favor a vigorous implementation plan, equity analysis of need, and robust public engagement. The Literature Review document notes that much data has already been gathered, however it always has to be verified and updated over years. Similarly, much public engagement has already occurred, and led to the net of supporting policies, plans, and programs for active transportation.



Watchwords for the reference plans and the goals they aim to achieve

Finally, for a City looking to stretch its budget, it should be noted that the active transportation strategies mentioned in current plans and policies overlap with and help achieve local safety, public health, education, and sustainability goals and requirements.

Table 1. Literature Review Summary – Approach, Deliverables and Takeaways

Document	Focus, Approach, Notable Community/Stakeholder Engagement Activities	Major Deliverables	Key Takeaways for SRTS Plan Process, Projects, & Prioritization
City of Buena Park ATP (2024)	• The ATP adopts the Safe Routes Partnership's "6 Es" Framework, including strategies for Engagement, Equity, Engineering, Education, Encouragement, and Evaluation. Descriptions of each of the "E"s are found on page 96. • Engagement with all of Buena Park; seniors, businesses, CBOs, education and health, city departments, external agencies; active transportation advocates (See Appendix A) ▪ English, Spanish, Korean language; virtual and in-person • What people want and/or observed (input from engagement activities): ▪ Better bicycle connectivity, especially between existing infrastructure and key destinations ▪ Better pedestrian connectivity, especially along major streets ▪ Address speeding by traffic calming unsafe intersections and the residential streets near them. Beach Blvd. was noted for traffic calming. ▪ Speeding cars noted by Raymond Temple Elementary School ▪ Sidewalk conditions need attention ▪ Close gaps in bike lanes ▪ Better pedestrian facilities on La Palma Ave, Valley View St., and San Rafael Drive ▪ Buena Terra needs traffic calming to improve pedestrian safety, especially at crosswalks ▪ Pedestrian improvements on Silverado Trail to cross Valley View St. to access the park • Add a bike lane along Dale Street to connect to train station and existing bike lane on Malvern Ave.	• Summary of Relevant City & Regional Policies • Existing Conditions • Proposed Programs and Recommended Policy Changes • Proposed Active Transportation Network • Prioritization Analysis • Toolbox of Improvements for Pedestrian and Bicyclist Priority Areas and Corridors • Implementation Plan, Project Delivery Timeframe, Funding Opportunities • Identifies Pedestrian and Bicyclist Hot Spots for Crashes and maps them in relation to schools (and other key destinations)	• Prioritization Analysis ▪ Criteria included five categories: - Attractors - Generators - Barriers - Equity - Intersection/Corridor Characteristics (for pedestrian projects only) ▪ Corridors and areas with the highest need for pedestrian and bicycle improvements ▪ High-level infrastructure recommendations were developed based on prioritization results ▪ Weights were assigned by City staff, using professional judgement ▪ Potential for using the same analysis, but including SRTS crash data, FRPM metrics, school mode splits, land use/residential density near schools, drop-off/pick-up circulation issues, and offering the community the chance to adjust the weighting for more focused application to a Safe Routes to School Plan • Proposed Bicycle and Pedestrian Corridors and Priority Areas ▪ SRTS Plan should review and consider these new proposed networks as the team assesses school community needs ▪ SRTS Plan should review and consider the associated toolbox of strategies and implementation plan and framework (including delivery timelines and funding sources)
Buena Park Complete Streets Master Plan (2017)	• Creates a series of Complete Streets engineering plans for actual projects in the City, using guidance from the (then) recently adopted Orange County Complete Streets Initiative Design Handbook. • The document provides legislative background and is intended to implement the Complete Streets vision established at the state and county levels. • Prioritization Approach or Factors ▪ Discusses Orange County's view of street type categories (based on land uses and roadway functions) vs. City's classification system (based on street design and capacity). ▪ Both consider adjacent land use and ability of the roadway to accommodate it.	• Complete Streets Template Plans ▪ Downtown Street (Primary Arterial) ▪ Neighborhood/Main Street (Secondary Arterial) ▪ Residential Street • Complete Streets Components, Typical Costs, Funding Sources • Draft Language for Mobility Element Update (incorporating Complete Streets principles, goals, and policies, as required)	• Complete Streets Prioritization Factors ▪ Existing needs ▪ Street function ▪ Community desire ▪ Physical feasibility ▪ Financial viability to complete the project • Corridor Prioritization (for primary and secondary arterials) ▪ Multimodal mobility and connectivity throughout the City ▪ Is it a transit route? A Safe Routes to School route? Previously identified for bike/ped improvements? Connecting to Entertainment Zone? Higher priority if the corridor serves more than one of these functions. • Local Streets Prioritization ▪ All of the above, plus health and safety for those connecting to schools, parks, community centers, libraries, and to other neighborhoods. • Candidate Streets for Complete Street Implementation Focus (Results of prioritization process) (See Table 3 in Master Plan)
Buena Park General Plan – Mobility Element (2010)	• Takes a Complete Streets approach to circulation	• Existing Circulation System • Performance Criteria (designated Congestion Management Program monitoring intersections) • Daily Traffic Volumes • Bikeways, trails, and Pedestrian Facilities (Section 3.10)	• Goal M-8: A citywide system of convenient and efficient bike, pedestrian, and trail facilities for commuter, school, and recreational uses. ▪ Has 14 supporting policies, including Policy M-8.3: Encourage the development of a citywide pedestrian network, including both on-street (sidewalks) and off-street (trails or paths) facilities, to connect neighborhoods, schools, open space, and major destinations, where feasible. • Goal M-9: Minimized conflict points among automobile traffic, pedestrians, and bicycle traffic. ▪ Has six supporting policies focusing on safety and deconflicting motorized and non-motorized travelers.

Document	Focus, Approach, Notable Community/Stakeholder Engagement Activities	Major Deliverables	Key Takeaways for SRTS Plan Process, Projects, & Prioritization
Buena Park General Plan – Housing Element (2022)	• Community Outreach (Appendix A of Housing Element) ▪ Housing Element Webpage ▪ Nine Stakeholder Interviews (April 2021) ▪ Housing Needs Survey (249 online responses) ▪ City Council and Planning Commission Study Sessions ▪ Two Community Workshops and Polls (June, November 2021)	• Housing Needs Assessment • Housing Constraints • Housing Resources • Review of Past Accomplishments • Housing Plan	• Identifies major transit stops and high-quality transit corridors, which can provide alternative transportation hubs that connect to schools. (Appendix D-37) • Provides the basis for demonstrating compliance with Prohousing policies, which is often a requirement for California discretionary grant programs.
Buena Park General Plan – Environmental Justice Element (2022)	• Provides the legal and scientific background for identifying and beginning to address disproportionate burdens of development.	• Available Resources and Relevant State Legislation ▪ CalEnviroScreen 4.0 ▪ Equity Checklist (California Office of Planning and Research) • Disadvantaged Community Maps and Tables (for key metrics used by the State of California • Identifies how environmental justice topics relate to other General Plan Elements (pages 12-16)	• Identifies and maps State-defined “disadvantaged communities” using CalEnviroScreen, household income, the California Healthy Places Index (HPI) Clean Environment Score.
Buena Park General Plan – Implementation Element (2022)	• Identifies the administrative mechanisms the City uses to effectuate its various General Plan elements, including the Mobility Element	• Compilation of strategies and legal, planning, and administrative resources for General Plan elements and topics that relate to them, including bicycle, pedestrian, and transit linkages.	• Section 10.5, Mobility Implementation Programs, identifies the programs that help implement the General Plan’s Mobility Element. ▪ Alternative Transportation is addressed in M-13 through M19. ▪ M-13
SCAG RTP/SCS – “Connect SoCal 2024”	• Strong regional support for safe, accessible, integrated active transportation planning and infrastructure. • SCAG’s public participation (Spring 2023) for the current RTP/SCS identified strong stakeholder support for active transportation. “They also advocated for increased investment in First/Last Mile and Safe Routes to School initiatives.” (Mobility Technical Report, page 21)	• Mobility Technical Report (includes discussion of regional benefits of SRTS and active transportation generally)	• SCAG continues to partner with local jurisdictions on planning and project development, through its Sustainable Communities Program discretionary grants. • SCAG Environmental Justice metrics are evolving, and the SRTS Plan should map to the latest data set. • The Mobility Technical Report cites the following plans and partnerships as furthering SCAG’s regional work for active transportation that are carried out at the local level: ▪ Buena Park Active Transportation Plan (2024) ▪ Orange County Safe Routes to School Action Plan (March 2021) ▪ Orange County Active Transportation Plan (May 2023) – for unincorporated areas of Orange County only
Orange County SRTS Action Plan (2021)	• 6 Es: Engagement, Equity, Engineering, Encouragement, Education, Evaluation • Community Engagement Purpose ▪ Increase awareness of SRTS and a potential countywide program ▪ Elicit local stakeholder input at Action Plan Events ▪ Solicit in-person and online input to gain understanding and promote buy-in for SRTS • Key Strategies ▪ Working Group (50 agency, city, school, district and other representatives) ▪ Open House (one) ▪ Walk to School Day Media Campaign (200+ comments, likes, shares) ▪ Community organization presentations (10) ▪ Walk audits (10 schools, none in Buena Park)	• Existing conditions assessment (countywide) • Countywide concerns and desires include: ▪ Safer streets ▪ More marked crosswalks near schools • Recommendations ▪ #1: Establish a countywide Safe Routes to School Program ▪ #2: Create and sustain lasting partnerships. ▪ #3: Develop a culture of safety. ▪ #4: Fund and implement infrastructure improvements. • The Action Plan acknowledges the difficulty of establishing ongoing sources of funding for the proposed countywide SRTS program. • Needs Analysis Methodology (Appendix A)	• Important SRTS partners include: ▪ Assistance League Operation School Bell ▪ Red Cross Youth in Emergency Service ▪ National Night Out ▪ Local homeowners associations ▪ Colleges ▪ Hospitals • Leverage potential for partnering for both infrastructure (connectivity of bike lanes, sidewalks, and trails) at city boundaries and non-infrastructure (potential for County-wide programs that can supplement city- or school district-level programs • “A countywide program has high potential to meet [Tier 1 and Tier 2 school] needs by creating centralized frameworks and partnership structures that help formalize existing activities and distribute new program resources.” (page 19) ▪ Question: What progress has been made in developing these countywide programs thus far, and what can be easily integrated into the City’s first SRTS Plan?
Caltrans District 12 ATP (2022)	• The Plan addresses the fact that District 12’s 278 miles of roadway (primarily high-speed, limited access urban freeways) can create barriers to people walking and bicycling.	• N/A	• Examine analysis and recommended treatment of State Highway System highways that serve as primary corridors for daily activities (main streets) such as SR 39 (Beach Boulevard) in Buena Park.
California Safe Roads: 2020-2024 SHSP (January 2023 Update)	• The SHSP is a comprehensive statewide transportation safety plan that provides Caltrans’ framework for reducing fatalities and serious injuries across all modes on the state’s public roads. • Extensive stakeholder engagement helps inform the document.	• Current trends for fatal and serious injury crashes • Causes and costs of crashes • Challenge Areas • Data-driven strategies to address Challenge Areas	• The SHSP includes two Challenge Areas of special interest to the SRTS Plan: ▪ Active Transportation: Pedestrians ▪ Active Transportation: Bicyclists

Document	Focus, Approach, Notable Community/Stakeholder Engagement Activities	Major Deliverables	Key Takeaways for SRTS Plan Process, Projects, & Prioritization
California Safe Roads: 2020-2024 SHSP: 2020 Implementation Plan	• Implements the SHSP • Consults with local and regional jurisdictions to work through technical topics and share best practices and innovative approaches. • Safe Systems Approach • Based on Four Guiding Principles to provide consistency and direction for the SHSP: ▪ Integrate Equity ▪ Implement Safe System Approach ▪ Double Down on What Works ▪ Accelerate Advanced Technology	• Identifies specific Actions for all Challenge Areas, including High Priority Areas and Focus Areas	• Identifies current Challenge Areas (focus for State investments) that can be used to implement local SRTS priorities if they intersect. • Provides Caltrans working definition of equity for SHSP, noting that Equity will be integrated into all aspects of the SHSP, including five key strategies of Education, Enforcement, Engineering, Emergency Response, and Emerging Technologies. • To increase potential for Highway Safety Improvement Program (HSIP) funding, SRTS Plan should maximize the use of countermeasures that have demonstrated effectiveness (FHWA Proven Safety Countermeasures for infrastructure, NHTSA Countermeasures that Work for behavior, and Crash Modification Factors Clearinghouse) and that align with Challenge Areas
California Safe Roads: VRU Safety Assessment (2023)	• Stakeholder Consultation with: ▪ SHSP Pedestrian Challenge Area team ▪ SHSP Bicycle Challenge Area team ▪ SHSP Steering Committee ▪ SHSP Equity-Related Data Working Group ▪ California Walk and Bike Technical Advisory Committee ▪ Active Transportation Program Technical Advisory Committee ▪ Highway Safety Improvement (HSIP) Program Implementation Plan Metropolitan Planning Organization (MPO) outreach group • Adopts a Safe System Approach (SSA) throughout the VRU Safety Assessment	• Data analysis ▪ SWITRS 2011-2021 (highway and local roadways) ▪ Fatality Analysis Reporting System (FARS) ▪ Demographic data ▪ Roadway data ▪ Equity Data ▪ Pedestrian and bicycle activity data • Stakeholder consultation • Program of locations and strategies • Key recommendations (relevant to Buena Park SRTS Plan): ▪ Continue state investment/funding sources associated with Caltrans Active Transportation Program, and increase investments in HSIP, Highway Maintenance Safety Program Pilot, and Complete Streets funding in State Highway Operation and Protection Program (look to these state programs for ongoing and perhaps expanded resources to implement the City's SRTS Plan)	• Statewide crash observations (to compare against Buena Park data): ▪ Rate of increase in fatal/serious injury VRU crashes for California and the United States is nearly the same ▪ 80% of VRU crashes occur on functional classifications including Other Principal Arterials, Minor Arterials, Local roadways ▪ People in underserved communities are more likely to be involved in VRU fatal and serious injury crashes ▪ Male VRUs are more likely to be involved in fatal or serious injury crashes ▪ Racial minorities are more likely to be involved in fatal/serious injury crashes as pedestrians; White road users are more likely to be in a fatal/serious injury crash as bicyclists • Key partner observations: ▪ Speed and lack of separated facilities are major concerns

3 EXISTING CONDITIONS

Data Collection

In coordination with the City of Buena Park, the Project Team obtained the essential information needed to document a data-driven SRTS Plan that is informed by technical analysis, a comprehensive understanding of local conditions and trends. The Project Team compiled and analyzed data and opinion research that included the following:

- Eight-year collision data (2016-2023), with a focus on vehicle-pedestrian and vehicle-bicycle collisions, obtained from two sources:
  - California's Statewide Integrated Traffic Records System (SWITRS) obtained through California Highway Patrol (CHP); and,
  - University of California, Berkeley's Transportation Injury Mapping System (TIMS) obtained through their online portal.
- Geographic Information Systems (GIS) shapefiles for updating school base maps with most recent school enrollment boundaries, signalized intersections, Los Angeles (LA) Metro bus lines, OCTA bus routes and stops, key City facilities, etc.
- List of City's upcoming active transportation projects and capital improvement projects.
- Existing signage and striping inventory in the immediate vicinity of the schools.
- School data, including:
  - Student enrollment per school and student tallies for schools within Centralia Elementary School District (CESD) and Savanna Elementary School District;
  - School Bus Ridership, Stops, Schedules, and Transportation Plan from Buena Park School District (BPSD);
  - School Bus Stop and Ridership from CESD, Holder Elementary School, and Buena Park High School; and,
  - Bus Drop-Off Zones at all schools and Crossing Guard Locations.
- Traffic Counts at key locations identified in coordination with the City and collected on Tuesday, May 6, 2025:
  - Intersection turning movement counts, which included two-hour AM drop-off period (7-9 AM) and for a two-hour PM pick-up period (45 minutes before dismissal and 1 hour 15 minutes after dismissal) around each of the 14 schools, were collected for vehicles, pedestrians, and bicyclists separating school aged children at 19 locations; and,
  - Segment counts were taken at 17 locations, which included 24-hour bidirectional tube counts for vehicles and pedestrian/bicycle bidirectional screen line (school aged children separate, bikes helmet/sidewalk riding) counts.

Demographics and School Data

To gain a more comprehensive understanding of conditions across the City, elements such as enrollment boundaries, roadway functional class and existing/future bikeways were plotted at the City-wide level, as shown in **Figures 2 through 7**.

Further, demographic and socioeconomic indicators were mapped and assessed within a quarter-mile and half-mile buffers of each of the Project Schools, as shown in **Figures 8 through 16**.

Project Schools and Enrollment Boundaries

Figure 2. Project Schools within the City of Buena Park

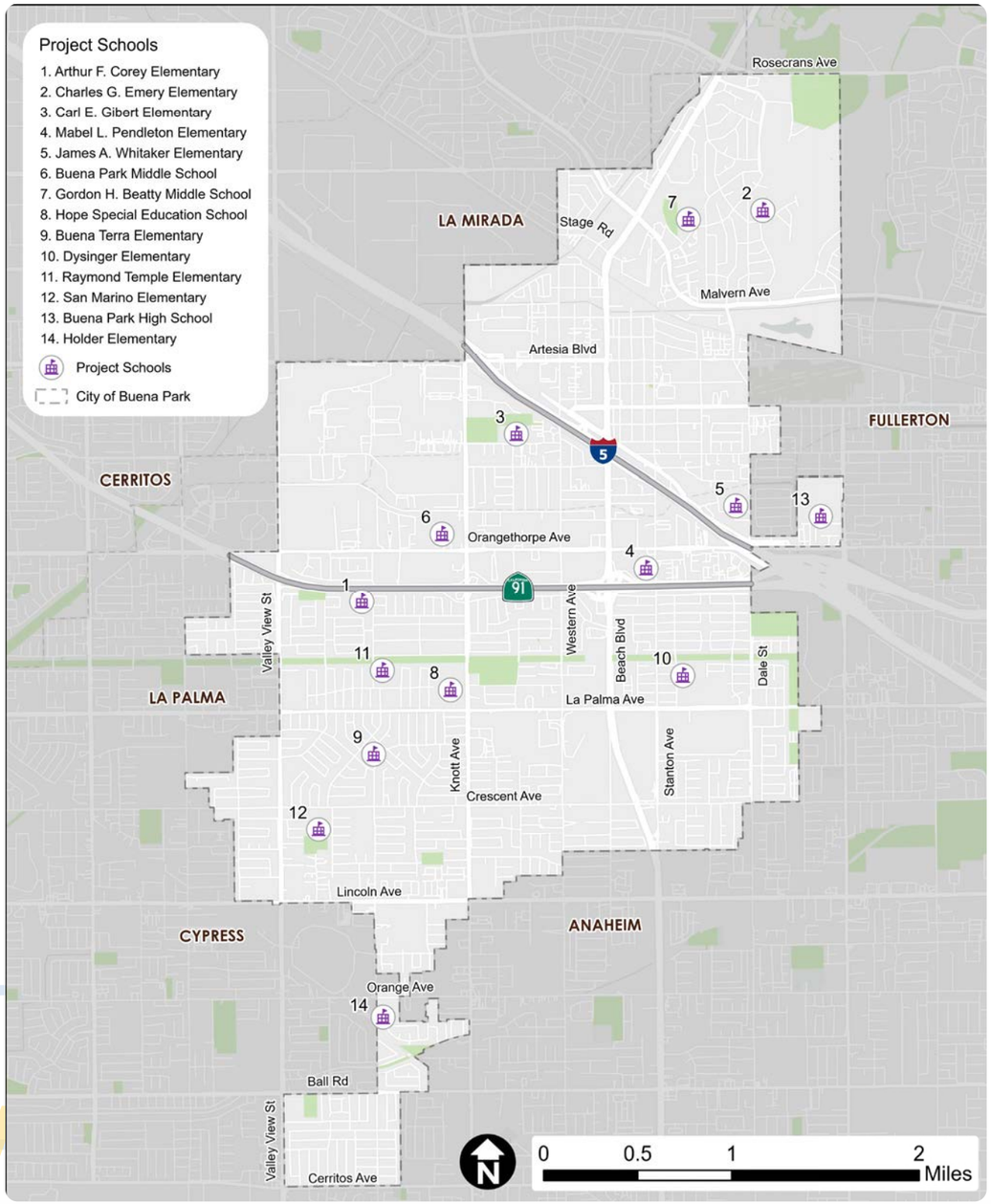
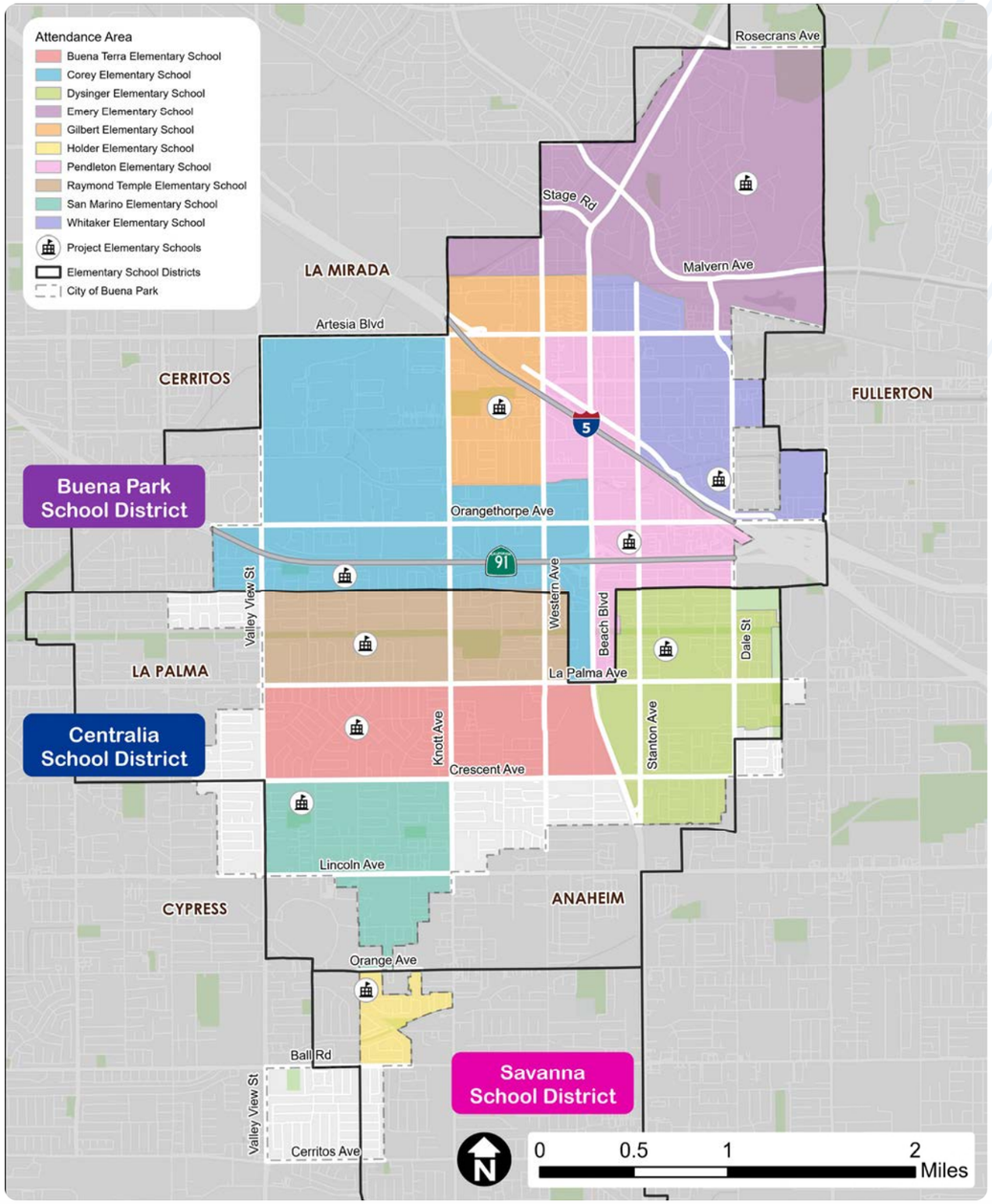


Figure 3. Elementary School Enrollment Areas within the City of Buena Park



Project Schools and Enrollment Boundaries

Figure 4. Middle School Enrollment Areas within the City of Buena Park

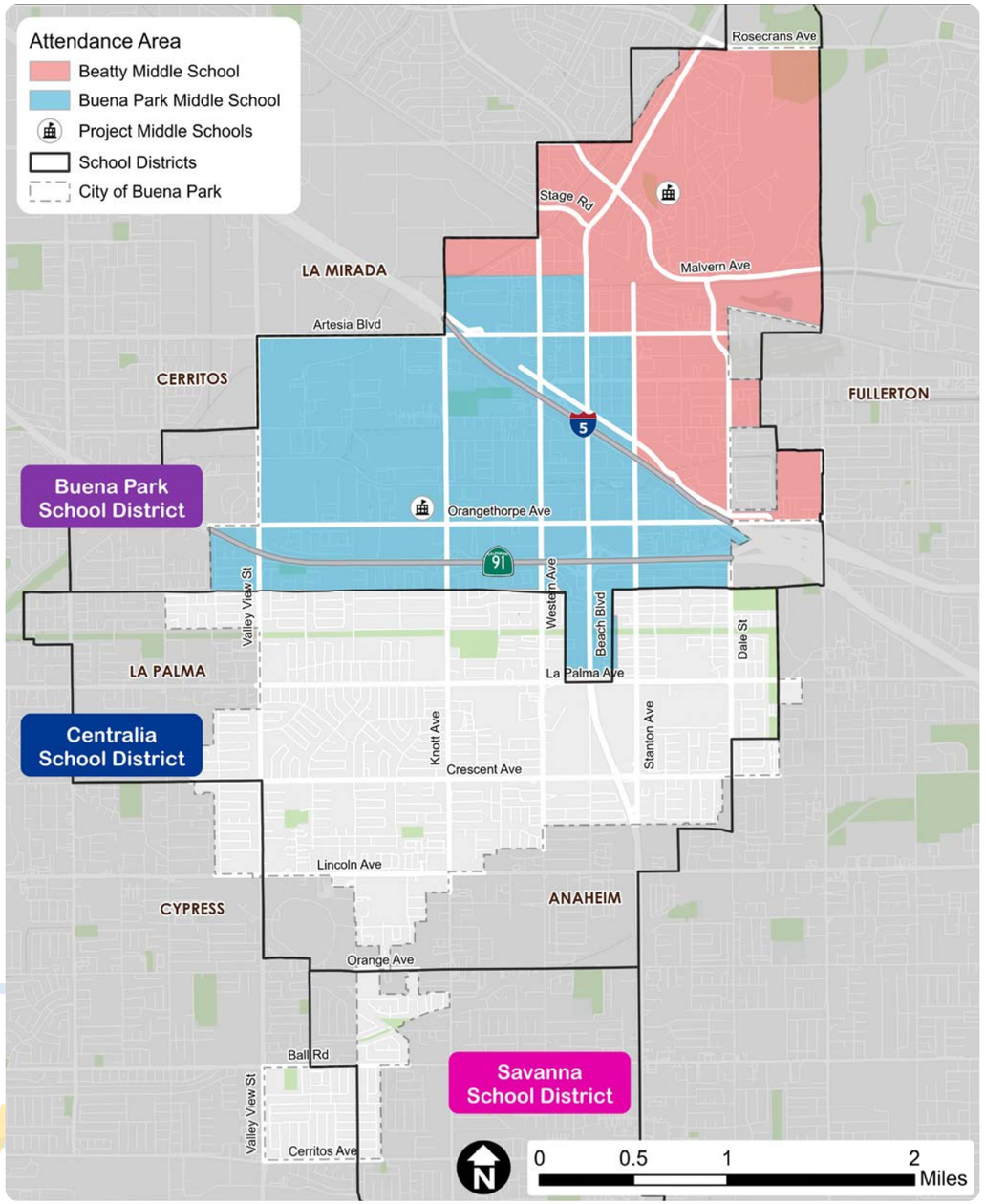
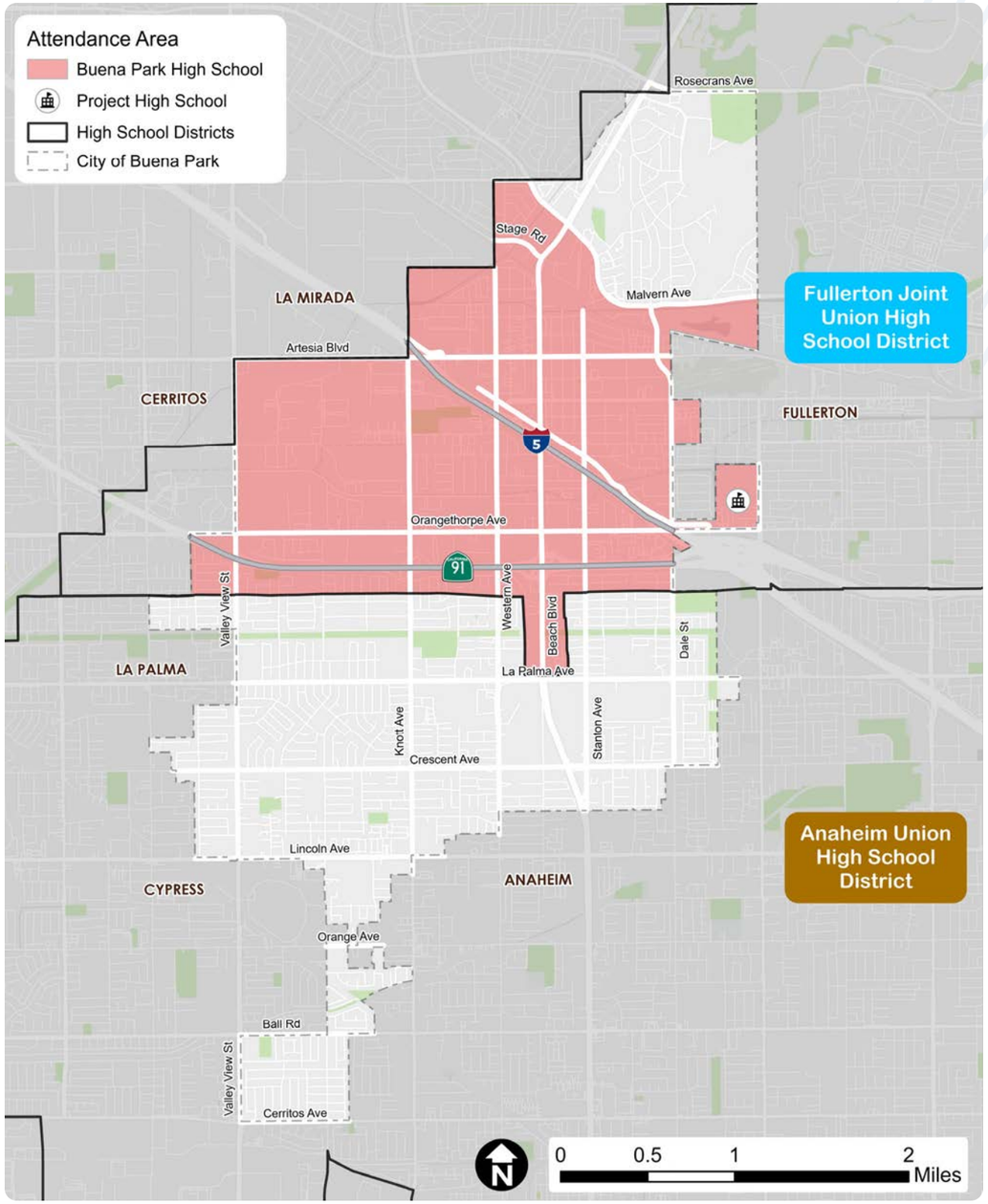
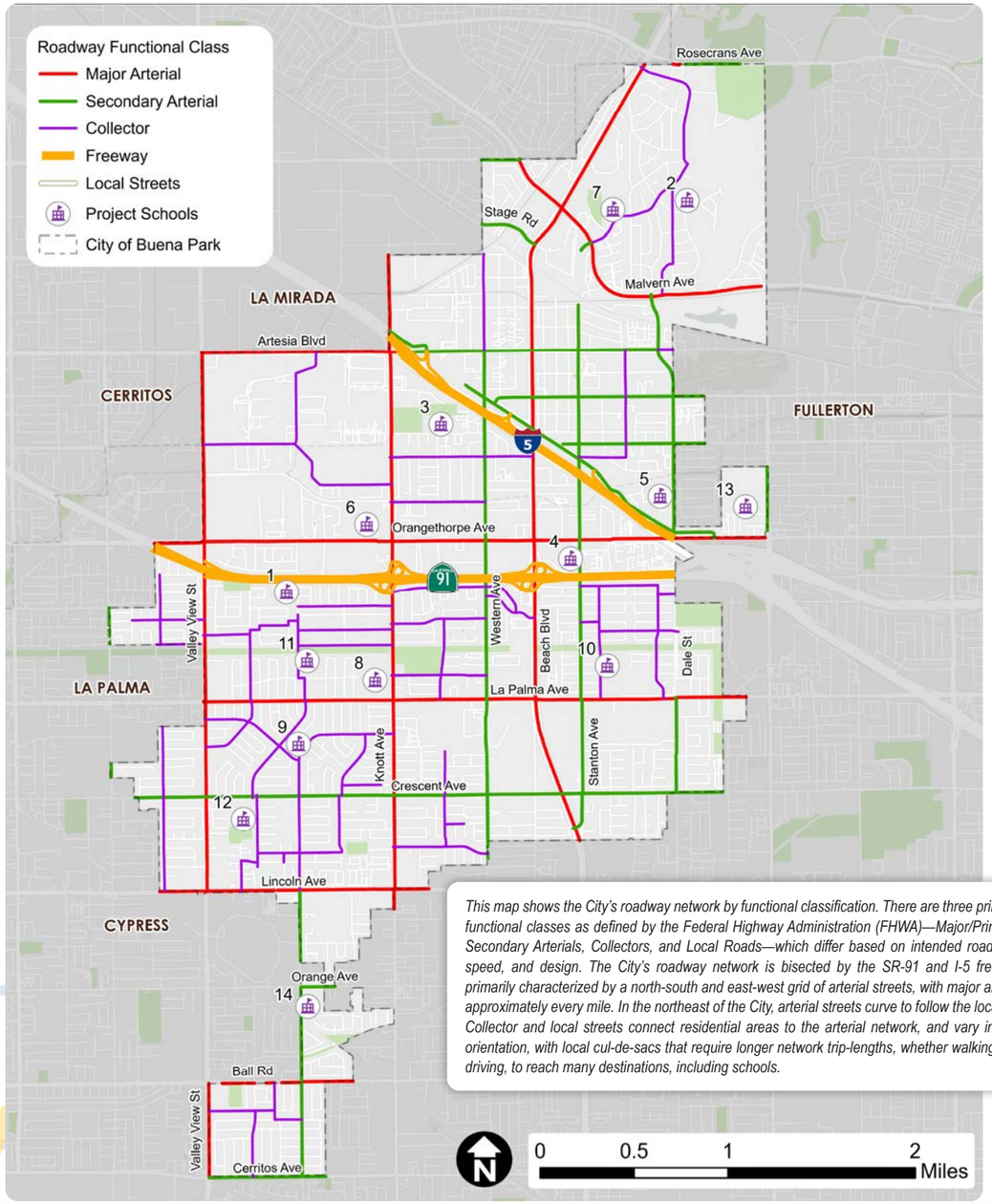


Figure 5. High School Enrollment Areas within the City of Buena Park



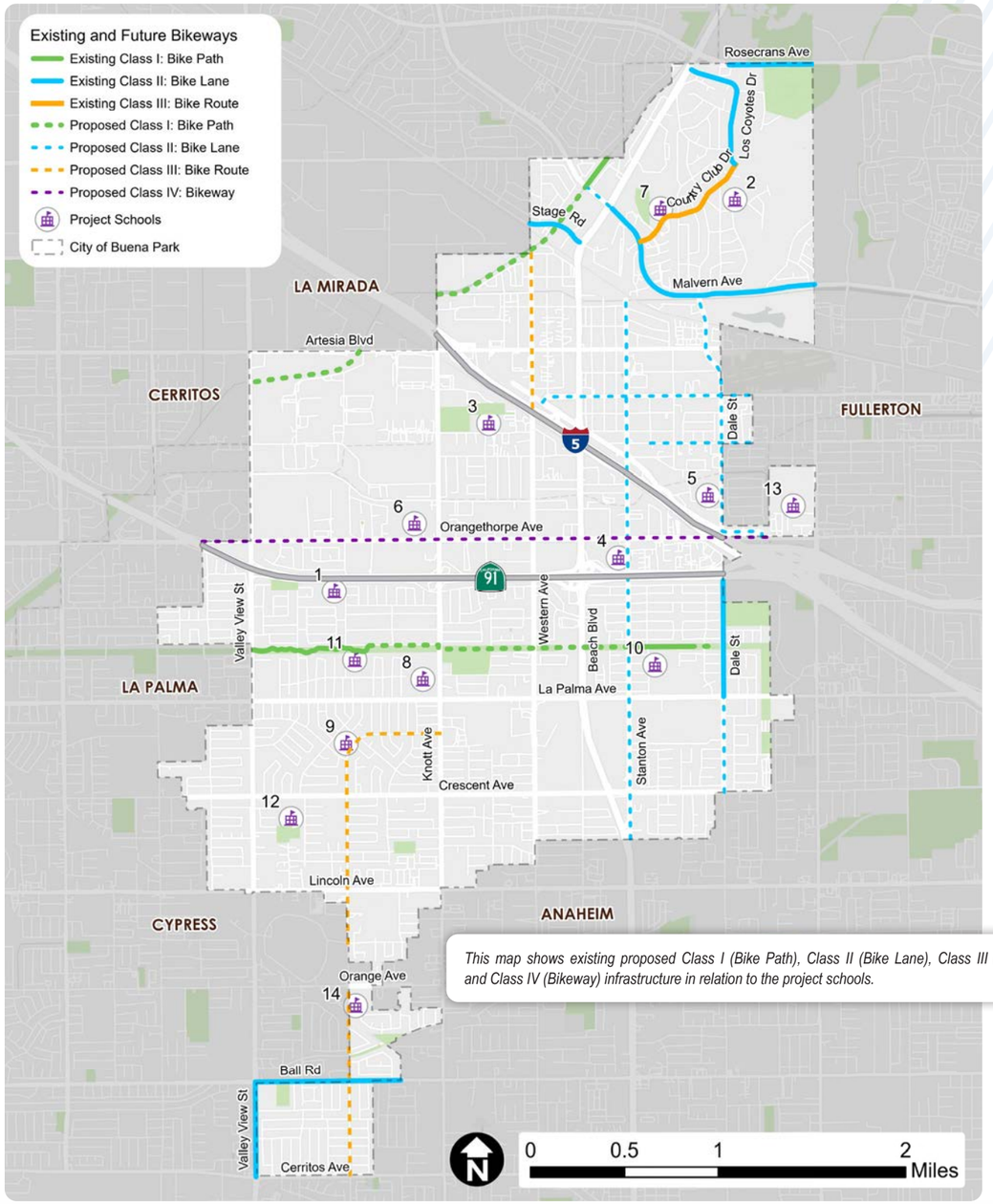
Existing Infrastructure

Figure 6. Roadway Network Functional Classification within the City of Buena Park



This map shows the City's roadway network by functional classification. There are three primary roadway functional classes as defined by the Federal Highway Administration (FHWA)—Major/Primary Arterials, Secondary Arterials, Collectors, and Local Roads—which differ based on intended roadway capacity, speed, and design. The City's roadway network is bisected by the SR-91 and I-5 freeways and is primarily characterized by a north-south and east-west grid of arterial streets, with major arterials placed approximately every mile. In the northeast of the City, arterial streets curve to follow the local topography. Collector and local streets connect residential areas to the arterial network, and vary in spacing and orientation, with local cul-de-sacs that require longer network trip-lengths, whether walking, bicycling, or driving, to reach many destinations, including schools.

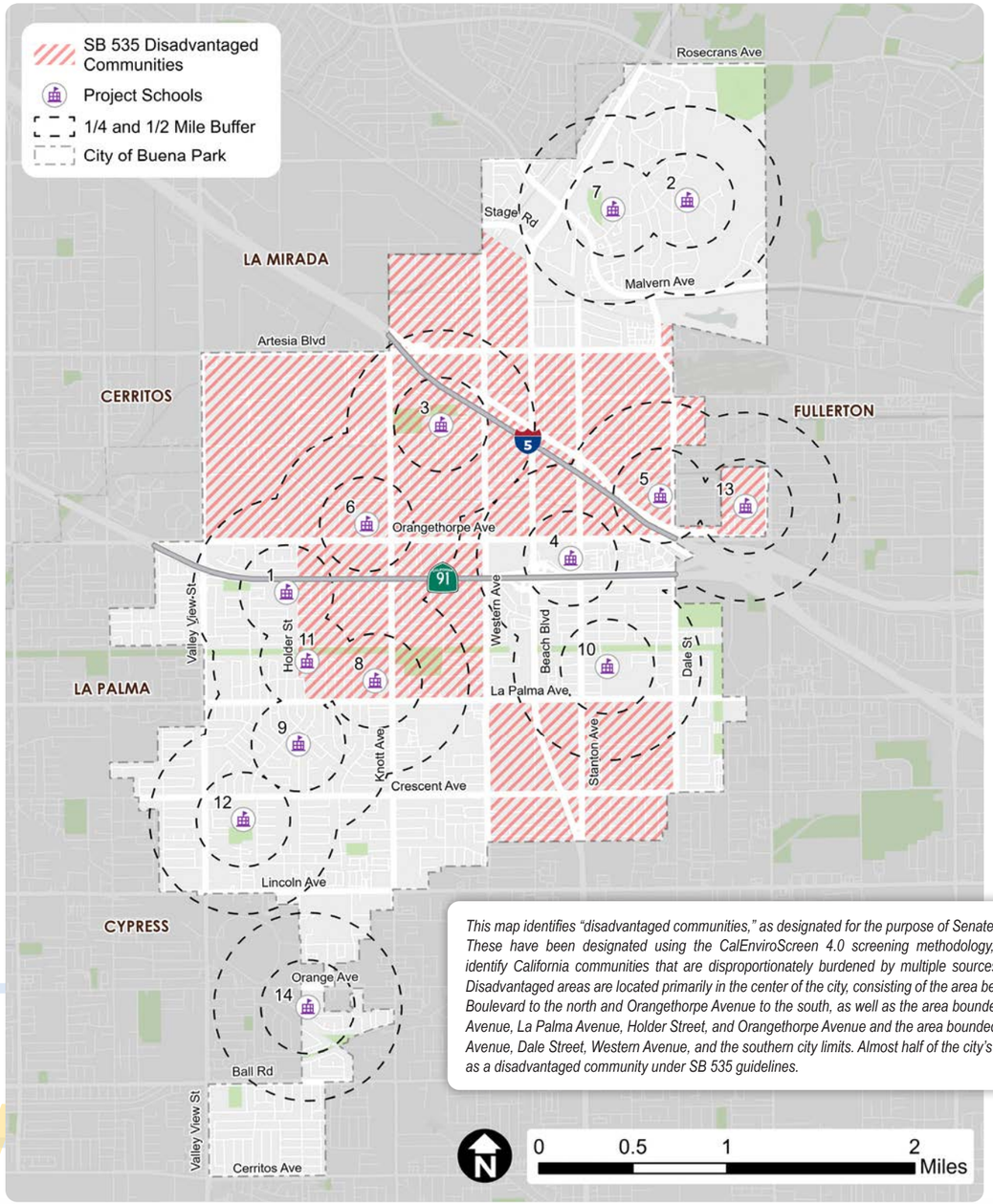
Figure 7. Existing and Future Bicycle Facilities within the City of Buena Park



This map shows existing proposed Class I (Bike Path), Class II (Bike Lane), Class III (Bike Route), and Class IV (Bikeway) infrastructure in relation to the project schools.

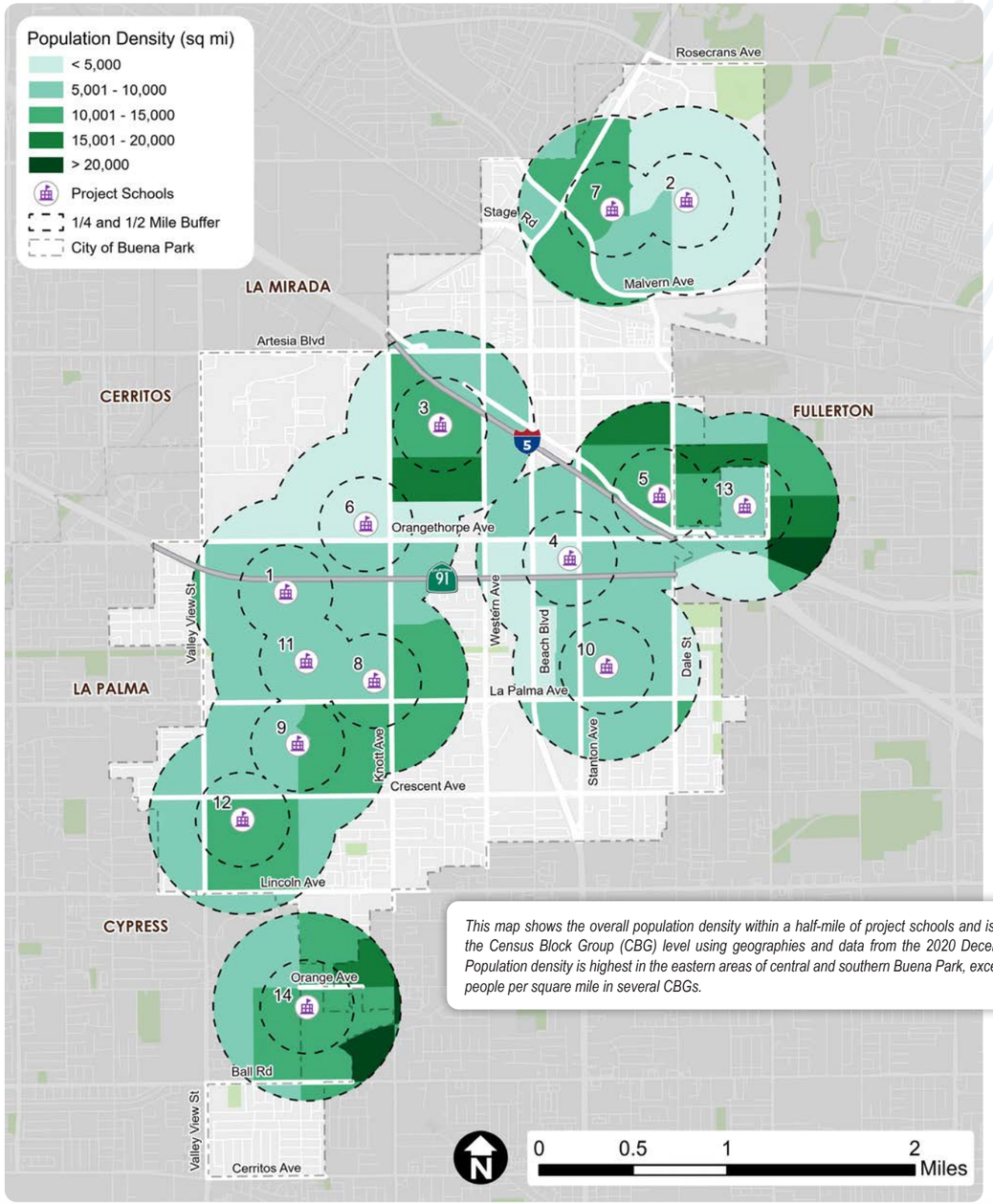
Citywide Demographic and Socioeconomic Indicators

Figure 8. SB 535 Disadvantaged Communities within the City of Buena Park



This map identifies "disadvantaged communities," as designated for the purpose of Senate Bill (SB) 535. These have been designated using the CalEnviroScreen 4.0 screening methodology, which helps identify California communities that are disproportionately burdened by multiple sources of pollution. Disadvantaged areas are located primarily in the center of the city, consisting of the area between Artesia Boulevard to the north and Orangethorpe Avenue to the south, as well as the area bounded by Western Avenue, La Palma Avenue, Holder Street, and Orangethorpe Avenue and the area bounded by La Palma Avenue, Dale Street, Western Avenue, and the southern city limits. Almost half of the city's area qualifies as a disadvantaged community under SB 535 guidelines.

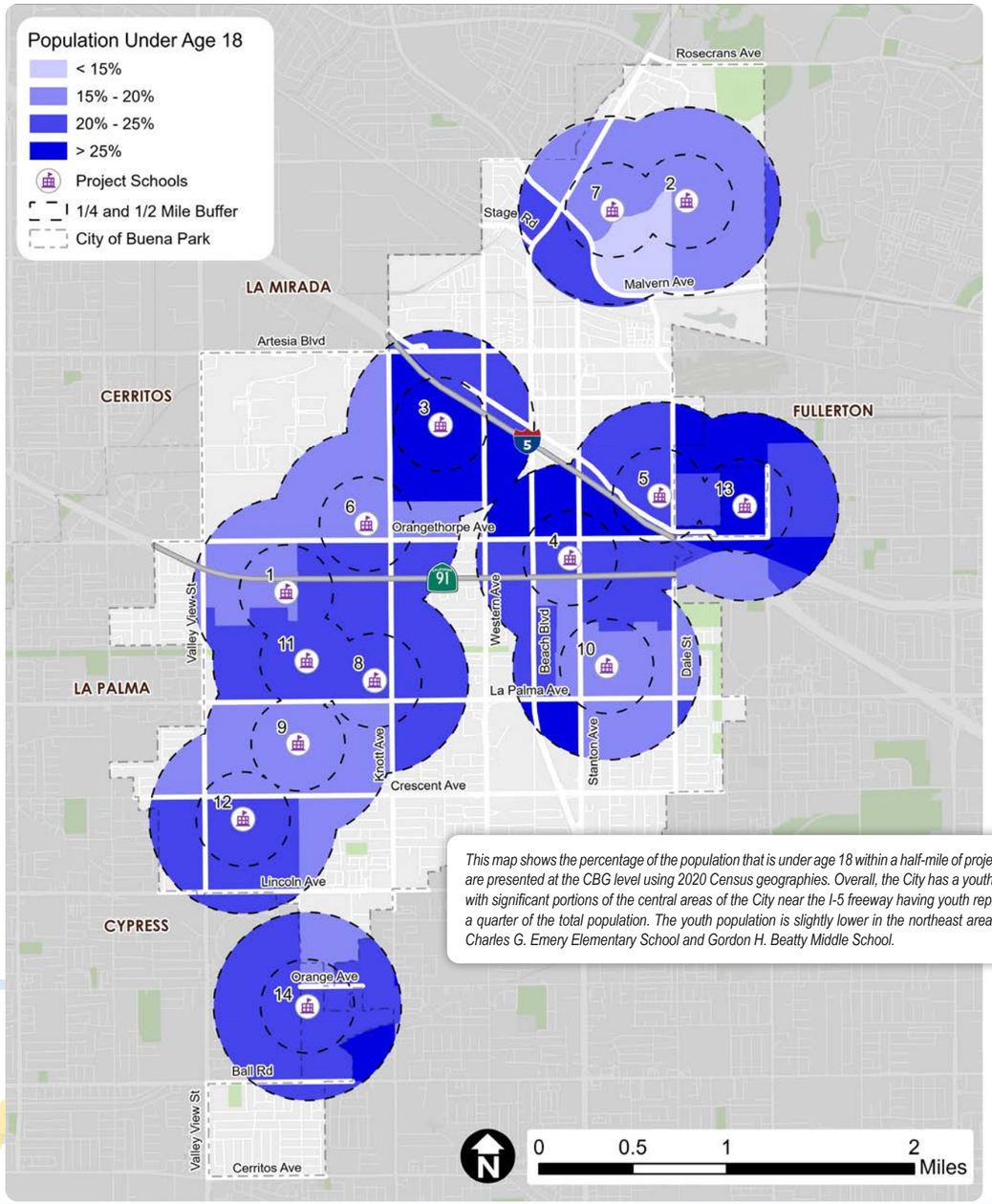
Figure 9. Population Density near Project Schools



This map shows the overall population density within a half-mile of project schools and is presented at the Census Block Group (CBG) level using geographies and data from the 2020 Decennial Census. Population density is highest in the eastern areas of central and southern Buena Park, exceeding 20,000 people per square mile in several CBGs.

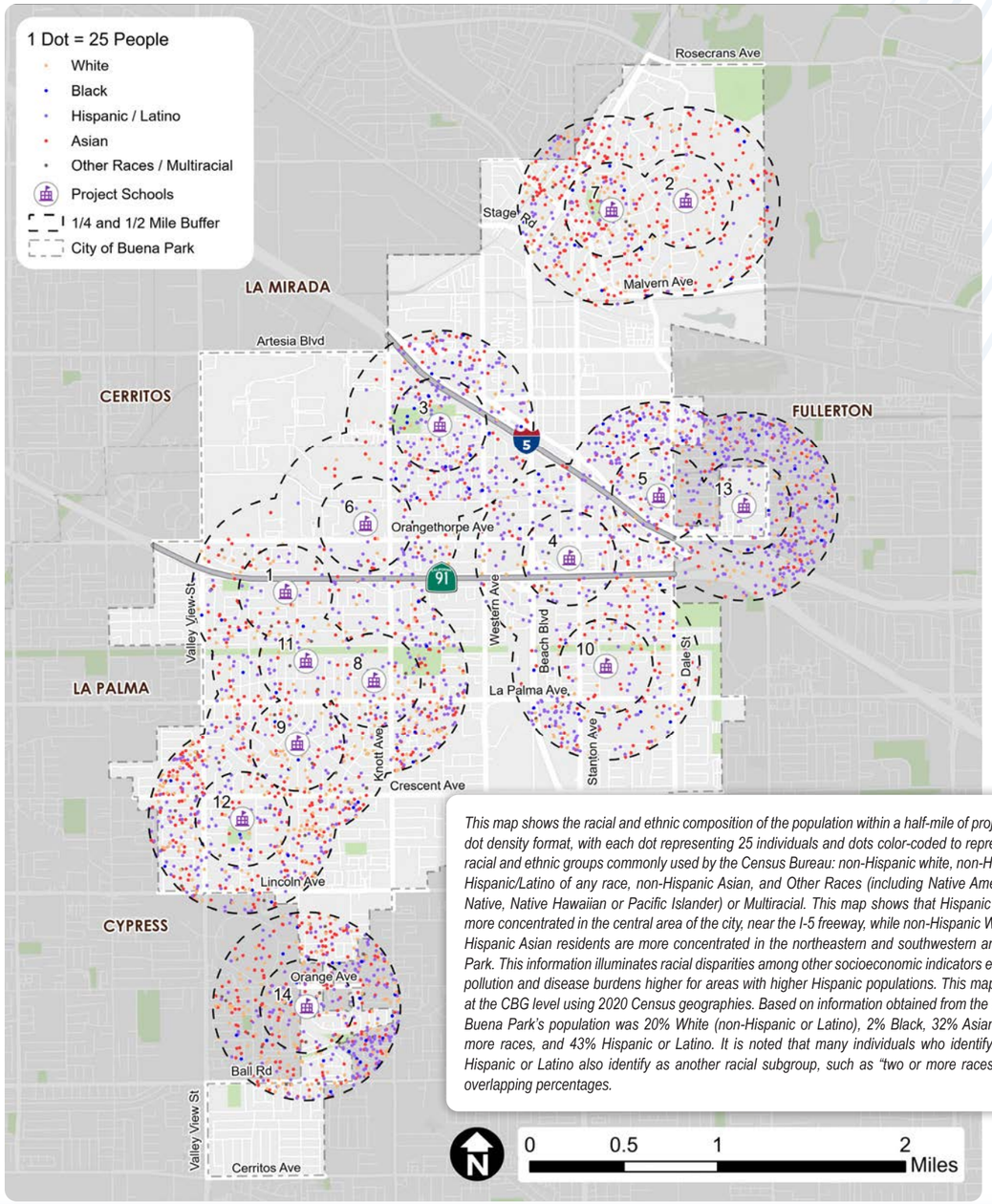
Citywide Demographic and Socioeconomic Indicators

Figure 10. Population under 18 near Project Schools



This map shows the percentage of the population that is under age 18 within a half-mile of project schools and are presented at the CBG level using 2020 Census geographies. Overall, the City has a youthful population, with significant portions of the central areas of the City near the I-5 freeway having youth representing over a quarter of the total population. The youth population is slightly lower in the northeast area of the city, by Charles G. Emery Elementary School and Gordon H. Beatty Middle School.

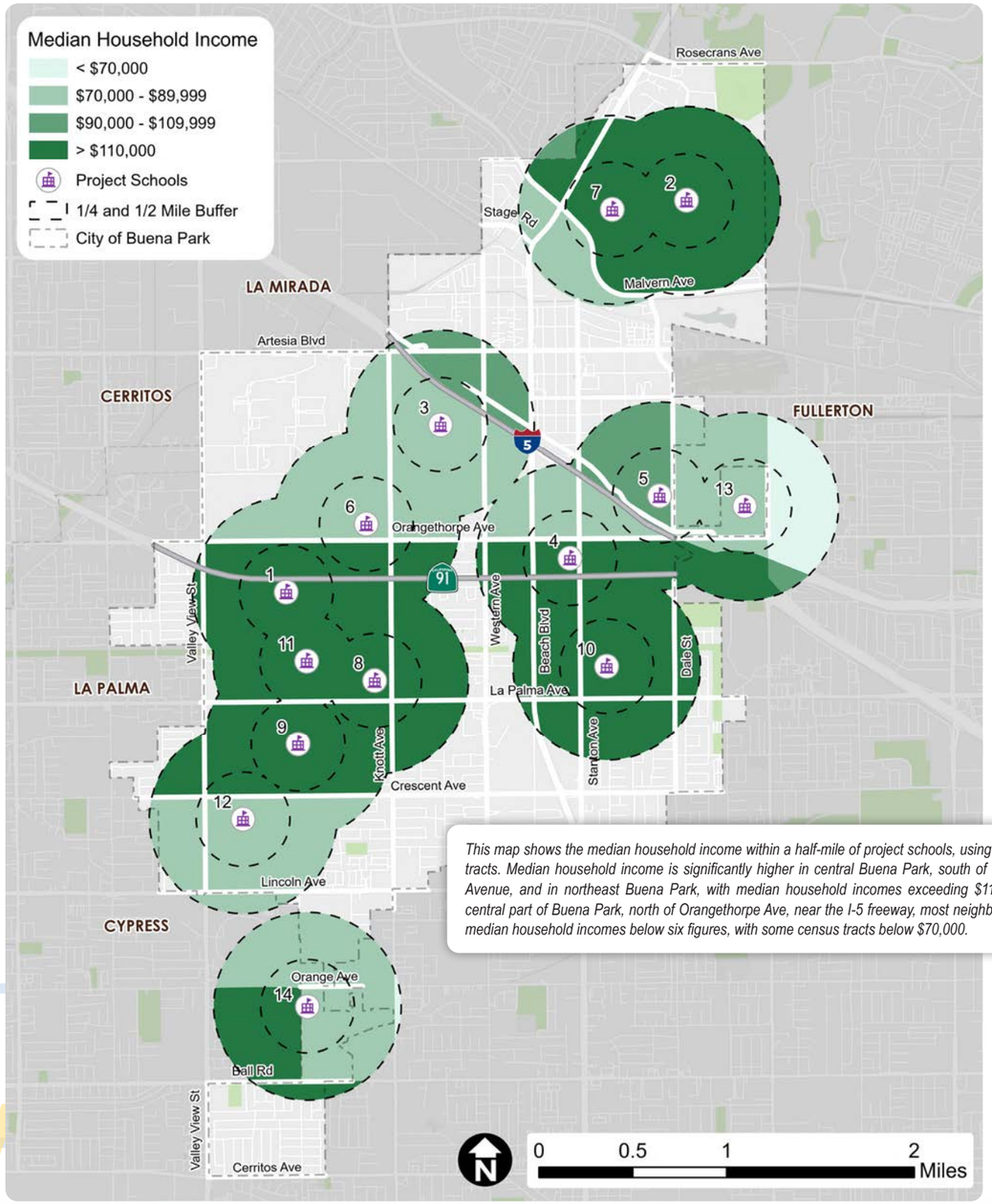
Figure 11. Population Composition by Race and Ethnicity near Project Schools



This map shows the racial and ethnic composition of the population within a half-mile of project schools in dot density format, with each dot representing 25 individuals and dots color-coded to represent different racial and ethnic groups commonly used by the Census Bureau: non-Hispanic white, non-Hispanic Black, Hispanic/Latino of any race, non-Hispanic Asian, and Other Races (including Native American, Alaska Native, Native Hawaiian or Pacific Islander) or Multiracial. This map shows that Hispanic residents are more concentrated in the central area of the city, near the I-5 freeway, while non-Hispanic White and non-Hispanic Asian residents are more concentrated in the northeastern and southwestern areas of Buena Park. This information illuminates racial disparities among other socioeconomic indicators examined, with pollution and disease burdens higher for areas with higher Hispanic populations. This map is presented at the CBG level using 2020 Census geographies. Based on information obtained from the 2020 Census, Buena Park's population was 20% White (non-Hispanic or Latino), 2% Black, 32% Asian, 16% two or more races, and 43% Hispanic or Latino. It is noted that many individuals who identify ethnically as Hispanic or Latino also identify as another racial subgroup, such as "two or more races," resulting in overlapping percentages.

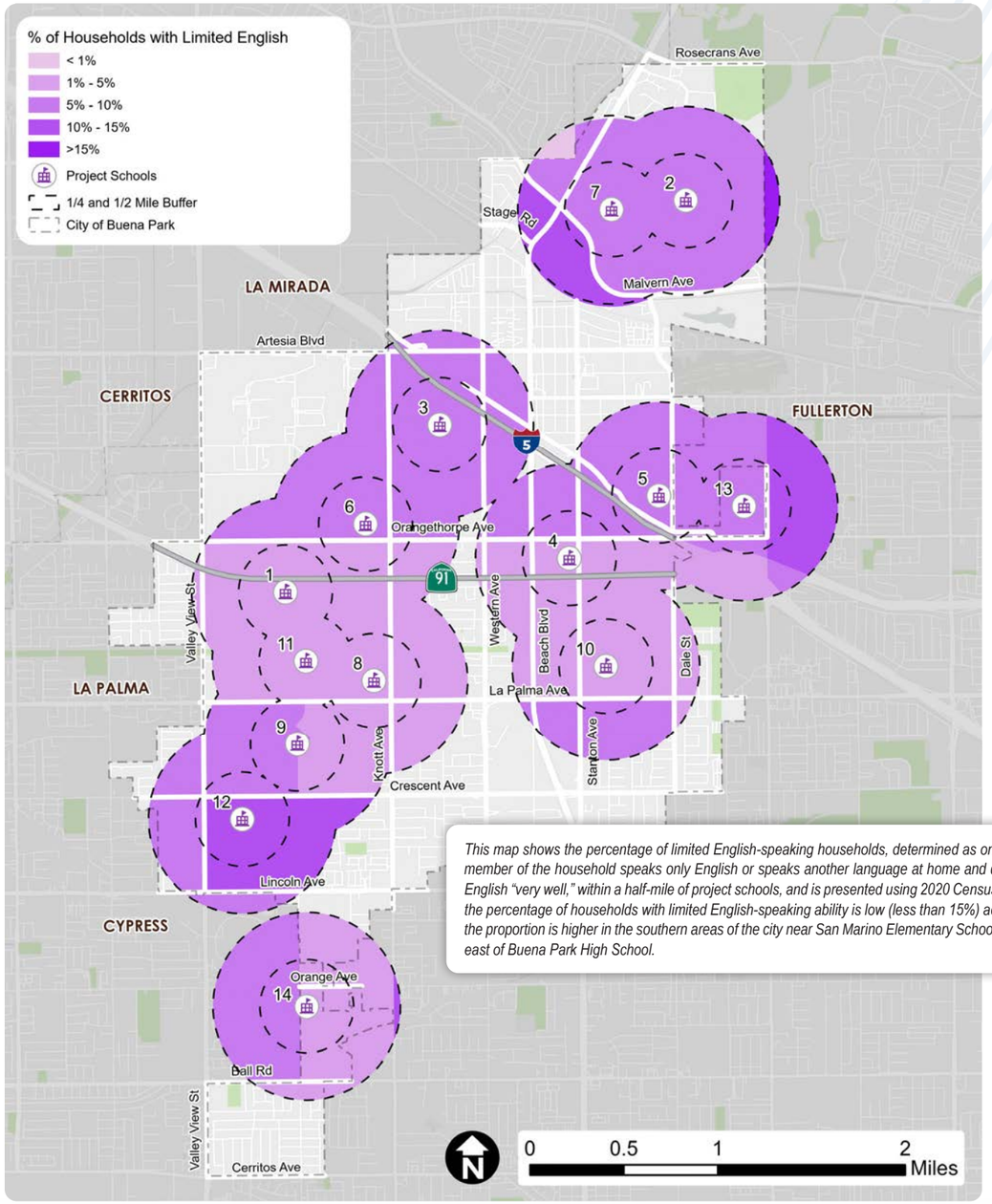
Citywide Demographic and Socioeconomic Indicators

Figure 12. Median Household Income near Project Schools



This map shows the median household income within a half-mile of project schools, using 2020 Census tracts. Median household income is significantly higher in central Buena Park, south of Orangethorpe Avenue, and in northeast Buena Park, with median household incomes exceeding $110,000. In the central part of Buena Park, north of Orangethorpe Ave, near the I-5 freeway, most neighborhoods have median household incomes below six figures, with some census tracts below $70,000.

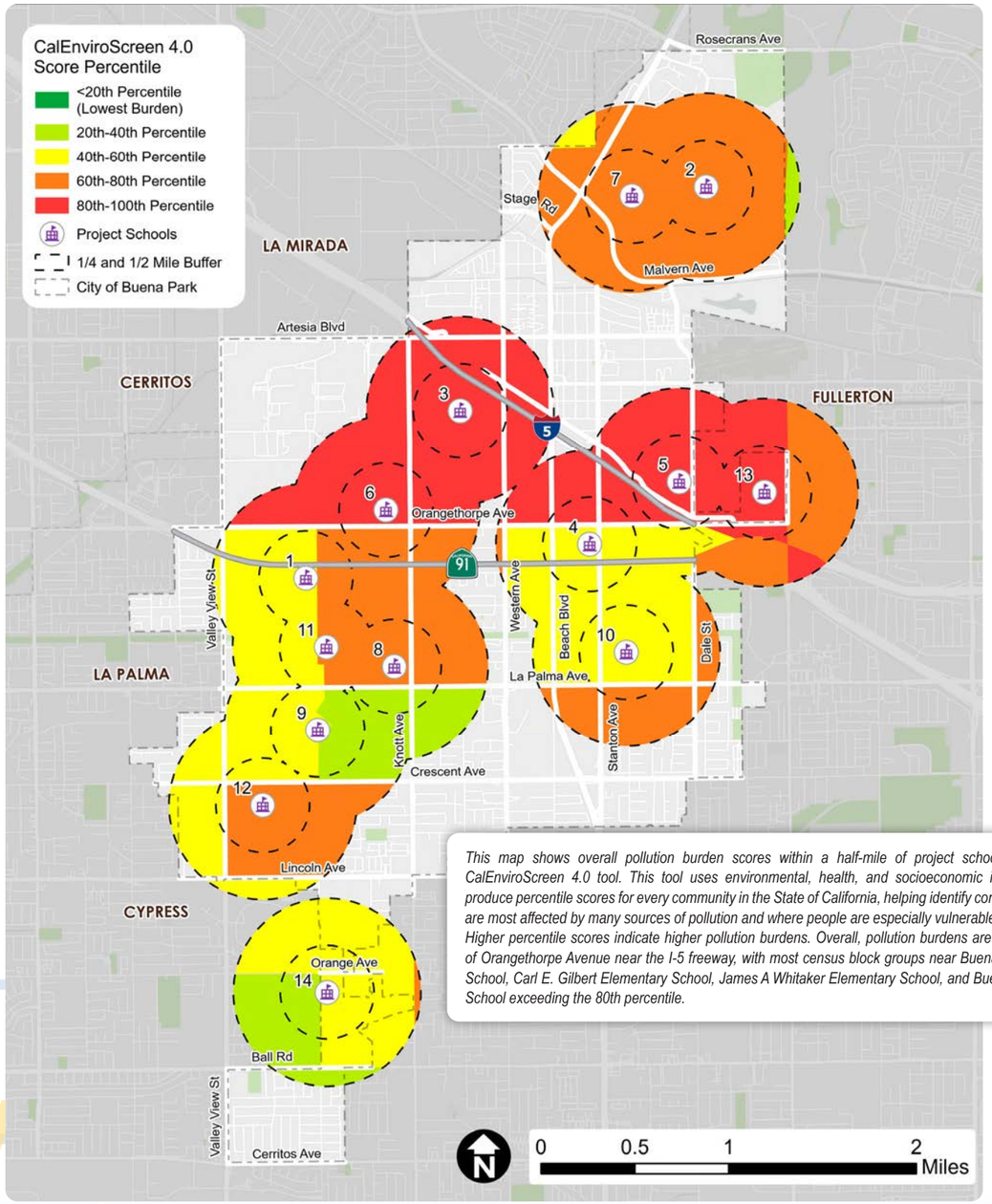
Figure 13. Percent of Households with Limited English Proficiency near Project Schools



This map shows the percentage of limited English-speaking households, determined as one in which no member of the household speaks only English or speaks another language at home and doesn't speak English "very well," within a half-mile of project schools, and is presented using 2020 Census tracts. While the percentage of households with limited English-speaking ability is low (less than 15%) across the City, the proportion is higher in the southern areas of the city near San Marino Elementary School and the area east of Buena Park High School.

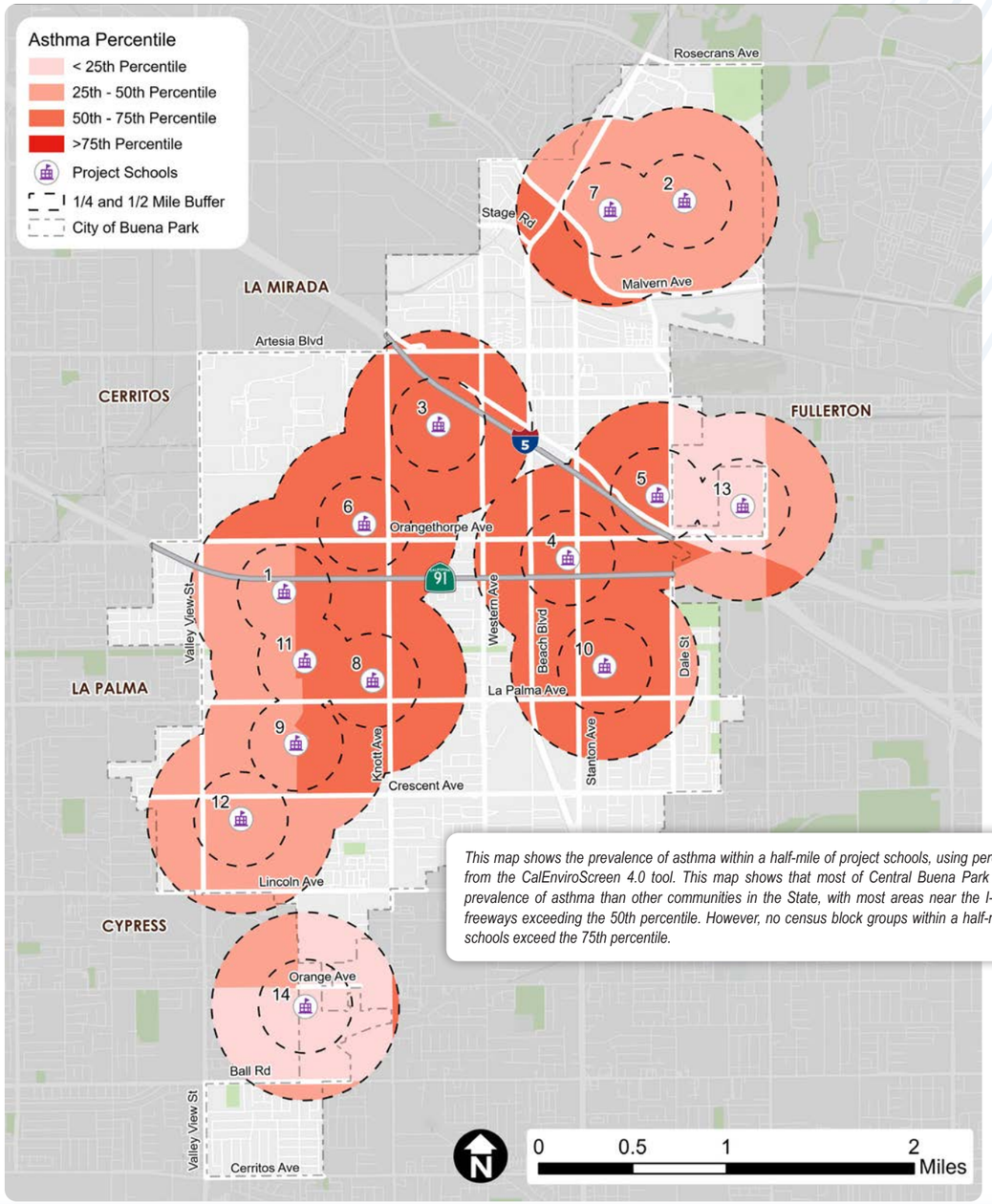
Citywide Demographic and Socioeconomic Indicators

Figure 14. CalEnviroScreen 4.0 Percentile Scores near Project Schools



This map shows overall pollution burden scores within a half-mile of project schools using the CalEnviroScreen 4.0 tool. This tool uses environmental, health, and socioeconomic information to produce percentile scores for every community in the State of California, helping identify communities that are most affected by many sources of pollution and where people are especially vulnerable to its effects. Higher percentile scores indicate higher pollution burdens. Overall, pollution burdens are highest north of Orangethorpe Avenue near the I-5 freeway, with most census block groups near Buena Park Middle School, Carl E. Gilbert Elementary School, James A Whitaker Elementary School, and Buena Park High School exceeding the 80th percentile.

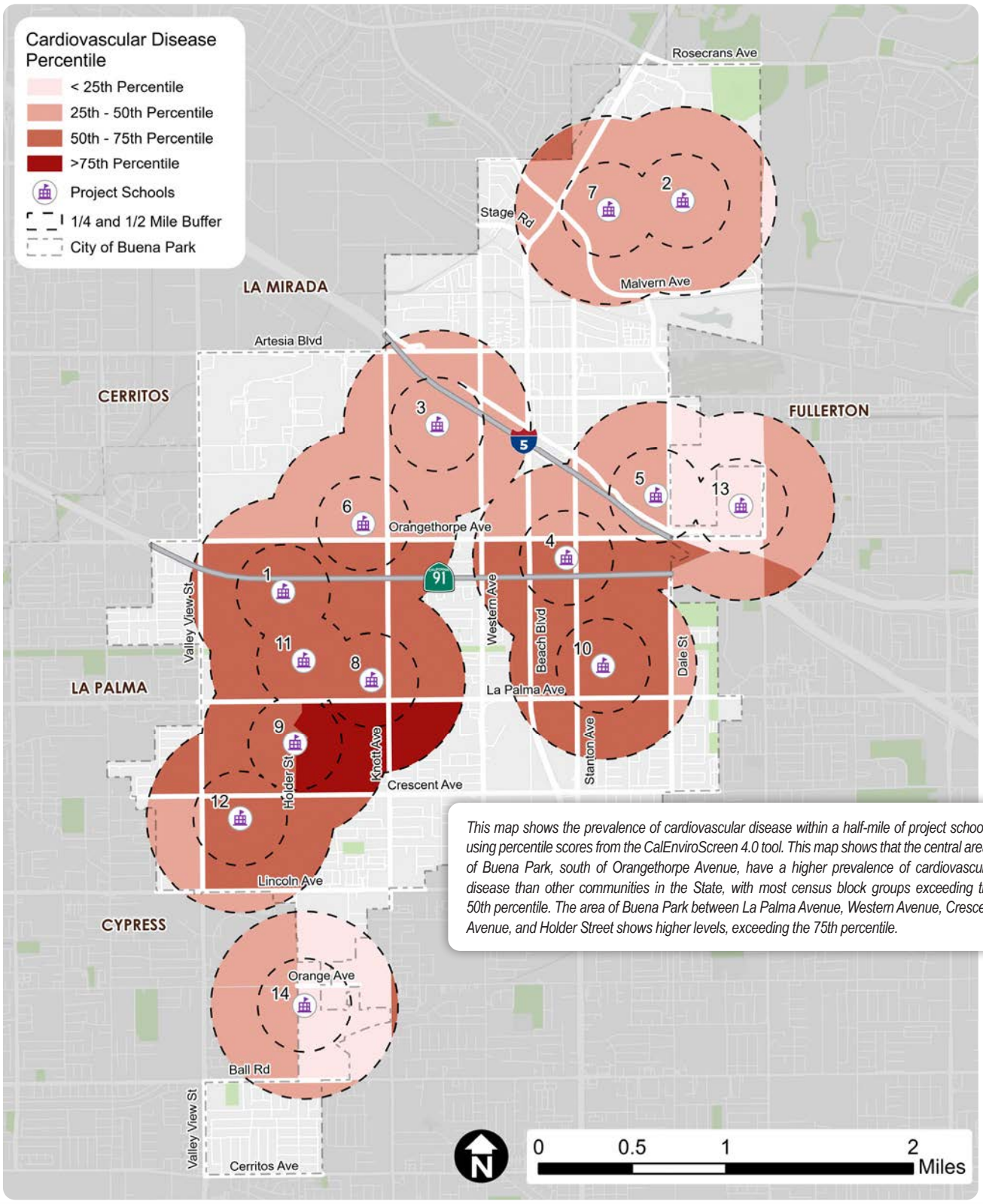
Figure 15. Asthma Percentile near Project Schools



This map shows the prevalence of asthma within a half-mile of project schools, using percentile scores from the CalEnviroScreen 4.0 tool. This map shows that most of Central Buena Park has a higher prevalence of asthma than other communities in the State, with most areas near the I-5 and SR 91 freeways exceeding the 50th percentile. However, no census block groups within a half-mile of project schools exceed the 75th percentile.

Citywide Demographic and Socioeconomic Indicators

Figure 16. Cardiovascular Disease Percentile Scores near Project Schools



This map shows the prevalence of cardiovascular disease within a half-mile of project schools, using percentile scores from the CalEnviroScreen 4.0 tool. This map shows that the central areas of Buena Park, south of Orangethorpe Avenue, have a higher prevalence of cardiovascular disease than other communities in the State, with most census block groups exceeding the 50th percentile. The area of Buena Park between La Palma Avenue, Western Avenue, Crescent Avenue, and Holder Street shows higher levels, exceeding the 75th percentile.

Student Tallies

The project team worked with the Project Schools to conduct student tallies to develop benchmark metrics for the preferred mode of travel to/from school. The SRTS Tally Sheet was developed by the Pedestrian and Bicycle Information Center (PBIC) in collaboration with SRTS experts and support from the National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Centers for Disease Control and Prevention (CDC), and Institute of Transportation Engineers (ITE). Using the tally sheet, teachers asked students questions regarding their travel behavior to and from school on that day of the week, reading through all possible choices (walk, bike, school bus, family vehicle, carpool, transit, other) and tallying how many students raised their hand for each mode. Information regarding the weather that day was also tallied to determine any impacts on travel behavior.

The surveys were conducted on typical weekdays from Tuesday to Thursday at two of the five school districts (Centralia Elementary School District and Savanna Elementary School District) in April and May of 2025. Student tallies were not conducted for the schools/school districts below for the following reasons:

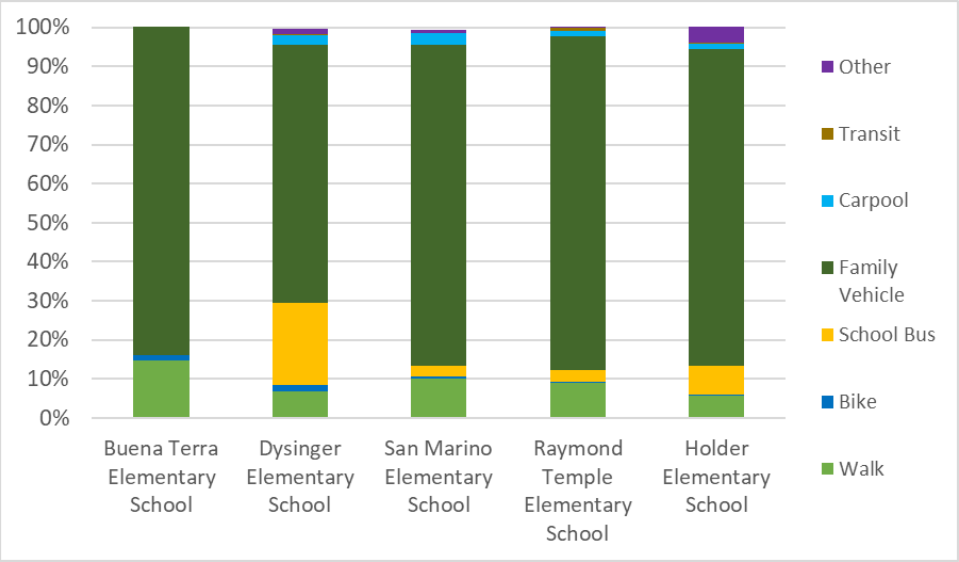
- Hope Special Education (Anaheim Union High School District) – This is a specialized public school focused on serving students with special needs, offering junior high, senior high, and adult transition programs. Considering the mobility needs of the student population and based on the input from the school principal, 95% of the students take the school bus and the remaining 5% are driven to school.
- Buena Park High School (Fullerton Joint Union High School District) – Tallies are challenging to conduct for high schools considering the large number of students and teachers. The school principal indicated that students start at different periods and have multiple periods, hence an accurate tally would be difficult to obtain.
- Buena Park School District – Per the input received from the district, school staff is prohibited from working on items outside the school curriculum.

The summary of completed student tallies is included in **Table 2** and illustrated in **Figure 17**.

Table 2. Student Tally – April-May 2025

School	No. of Tallies	No. of Students Surveyed	Mode						
			Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
Centralia Elementary School District									
Buena Terra Elementary School	24	611	11%	1%	0%	83%	4%	0%	1%
Dysinger Elementary School	16	378	7%	2%	21%	67%	2%	0%	1%
San Marino Elementary School	16	413	10%	1%	3%	82%	3%	0%	1%
Raymond Temple Elementary School	31	804	9%	0%	3%	86%	1%	1%	0%
Savanna Elementary School District									
Holder Elementary School	21	417	6%	0%	7%	82%	1%	0%	4%
Total	**108**	**2,623**							

Figure 17. Student Tally – April-May 2025



School Enrollment and Equity

Table 3 tabulates the school enrollment for the 2023-2024 and 2024-2025 school year, as well as the percentage of students eligible for Free or Reduced-Price Meals (FRPM). There was an overall 1.9% decline in enrollment and 3.1% increase in eligibility for FRPMs over the past two school years.

Table 3. School Enrollment and Free or Reduced-Price Meal Data for Years 2023-2024 and 2024-2025

ID	School	School Year 2023-2024			School Year 2024-2025			Percent Change between School Years	
		Enrollment	FRPM	Percent Eligible	Enrollment	FRPM	Percent Eligible	Enrollment	FRPM
Buena Park School District									
1	Arthur F. Corey Elementary	363	263	72.5%	341	252	73.9%	-6.1%	+1.4%
2	Charles G. Emery Elementary	658	338	51.4%	646	357	55.3%	-1.8%	+3.9%
3	Carl E. Gilbert Elementary	526	476	90.5%	490	460	93.9%	-6.8%	+3.4%
4	Mabel L. Pendleton Elementary	382	331	86.6%	365	320	87.7%	-4.5%	+1.1%
5	James A. Whitaker Elementary	579	513	88.6%	559	514	91.9%	-3.5%	+3.3%
6	Buena Park Middle	638	558	87.5%	633	576	91.0%	-0.8%	+3.5%
7	Gordon H. Beatty Middle	627	446	71.1%	641	473	73.8%	+2.2%	+2.7%

ID	School	School Year 2023-2024			School Year 2024-2025			Percent Change between School Years	
		Enrollment	FRPM	Percent Eligible	Enrollment	FRPM	Percent Eligible	Enrollment	FRPM
Anaheim Union High School District									
8	Hope Special Education	234	169	72.2%	231	159	68.8%	-1.3%	-3.4%
Centralia Elementary School District									
9	Buena Terra Elementary	634	371	58.5%	627	351	56.0%	-1.1%	-2.5%
10	Dysinger Elementary	462	282	61.0%	468	308	65.8%	+1.3%	+4.8%
11	Raymond Temple Elementary	428	315	73.6%	431	337	78.2%	+0.7%	+4.6%
12	San Marino Elementary	472	351	74.4%	465	318	68.4%	-1.5%	-6.0%
Fullerton Joint Union High School District									
13	Buena Park High	1726	1405	81.4%	1682	1524	90.6%	-2.5%	+9.2%
Savanna Elementary School District									
14	Holder Elementary	453	356	78.6%	445	358	80.4%	-1.8%	+1.8%

Relevant City Projects

Active Transportation

The City is committed to establishing a sustainable, multimodal transportation network through various active transportation and complete streets projects. They are currently developing design plans for the Dale-Whitaker Complete Streets project (next to James A. Whitaker Elementary School) – a project intended to reduce vehicular speeds along Dale Street and Whitaker Street and enhance the bicycle network in the City by narrowing travel lanes, proposing curb bulb-outs, and implementing Class II bike lanes.

The City is also concurrently working on the Orangethorpe Avenue Complete Streets Planning Study. As part of this study, the City aims to transform Orangethorpe Avenue into a vibrant, multimodal corridor that caters to pedestrians, cyclists, transit riders, and drivers by incorporating innovative, user-focused design elements and resolving constraints through community-driven solutions. This will benefit students, parents and staff of Buena Park Middle, Arthur F. Corey Elementary, Mabel L. Pendleton Elementary, and Buena Park High schools commuting via Orangethorpe Avenue.

In addition, the City has received grant funding to progress complete streets projects along Stanton Avenue and Commonwealth Avenue.

Capital Improvement Projects

The City publishes its seven-year street improvement plan as part of its Capital Improvement Projects (CIPs) for each fiscal year. **Table 4** summarizes the upcoming, planned improvements that are directly adjacent to or near a school included in the SRTS Plan.

Table 4. City of Buena Park Capital Improvement Projects near Schools

No.	Street	Cross-Street Limits	Improvement	Fiscal Year	Nearby School
1	Whitaker Street	Auto Center Dr to Edward Ave	Arterial Streets Rehabilitation	2025-2026	James A. Whitaker Elementary
2	Knott Avenue	Lincoln Ave to Artesia Blvd	Arterial Streets Rehabilitation	2025-2027	Hope Special Education, Carl E. Gilbert Elementary & Buena Park Middle
3	Valley View Street	Lincoln Ave to Orangethorpe Ave	Arterial Streets Rehabilitation	2027-2028	San Marino Elementary
4	La Palma Avenue	Beach Blvd to Dale St	Arterial Streets Rehabilitation	2028-2029	Dysinger Elementary
5	Holder Street	Flamingo Dr to Orangethorpe Ave	Slurry Seal	2024-2025	Arthur F. Corey Elementary
6	Montana Avenue	-	Slurry Seal	2025-2026	James A. Whitaker Elementary
7	Idaho Street	-	Slurry Seal	2025-2026	James A. Whitaker Elementary

Collision Analysis

SRTS programs aim to reduce fatalities and severe injuries while promoting increased physical activity among students. Comprehensive collision data is essential for analyzing the causes of injury-related crashes and assessing the effectiveness of preventive strategies. Additionally, crash data serves as a critical metric for identifying areas where investments in projects or programs are most necessary.

Citywide collision trends were analyzed using 8-year period data from SWITRS. Within the City, there were a total of 3,883 collisions recorded between January 1, 2016 to December 31, 2023. Further, pedestrian and bicycle collisions within ¼ mile and ½ mile around each school was assessed using TIMS for the years 2016 through 2023. It is noted that at the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change. **Figure 18** provides a quick snapshot of collision trends around the City as well as in the vicinity of Project Schools.

Additionally, bicycle- and pedestrian-related collisions near each of the 13 schools within the City are included in the individual school profiles. These collisions may indicate specific driver behaviors or deficiencies in the local pedestrian and bicycle network, which the City can address through this SRTS Plan.

Citywide Collision Trends

Figure 18. Pedestrian and Bicycle Collision Density near Project Schools (SWITRS, 2016-2023)

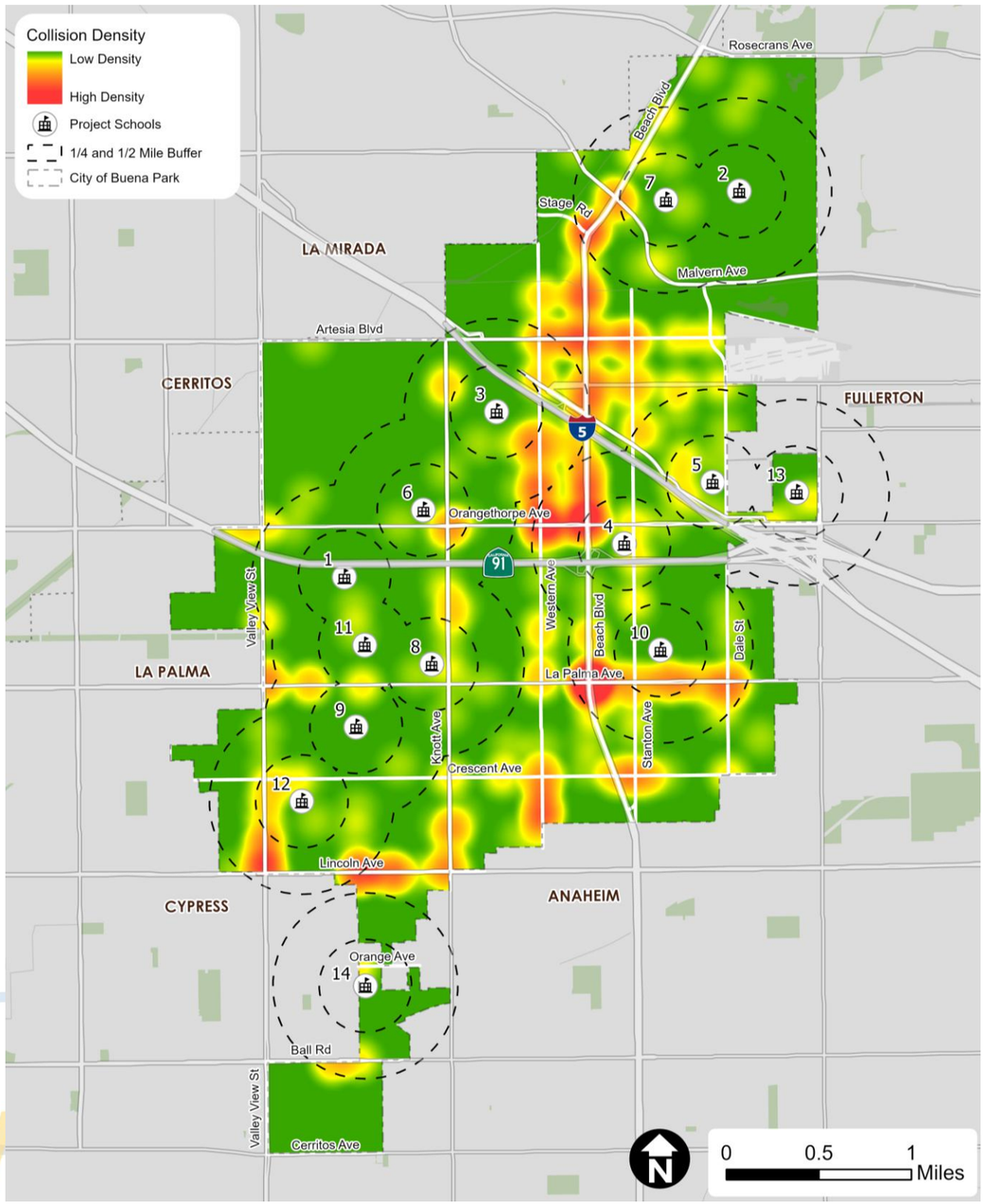
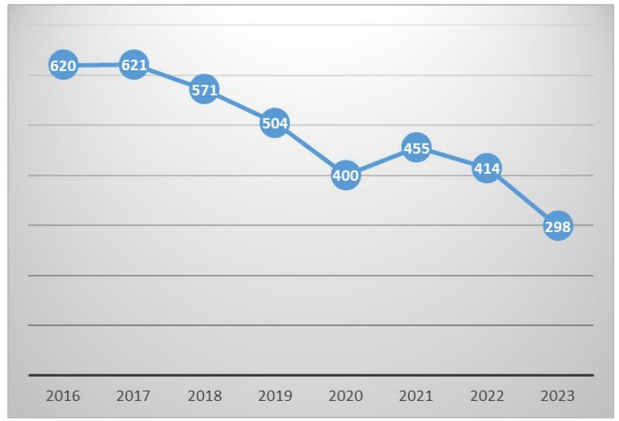
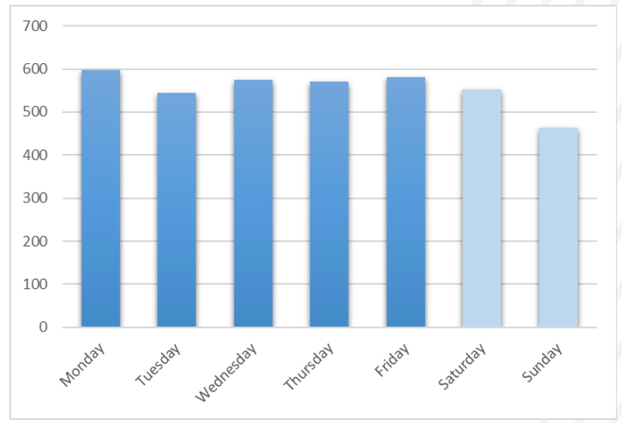


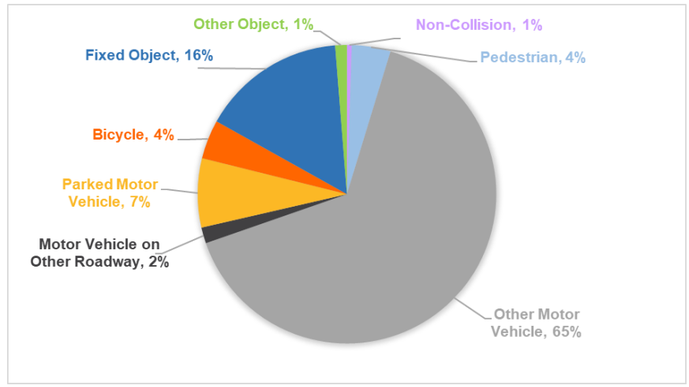
Figure 19. Total Collisions in the City of Buena Park (SWITRS, 2016-2023)



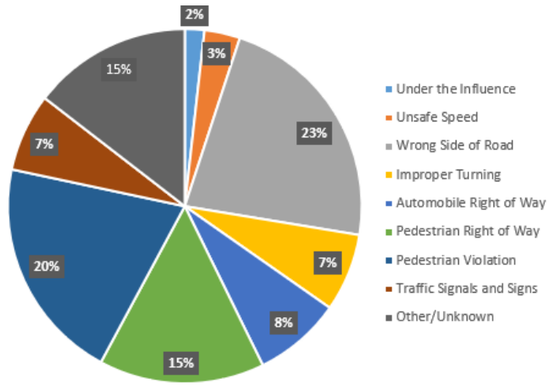
Collisions by Year



Collisions by Day

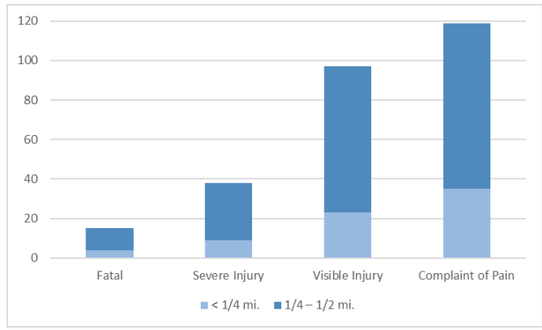


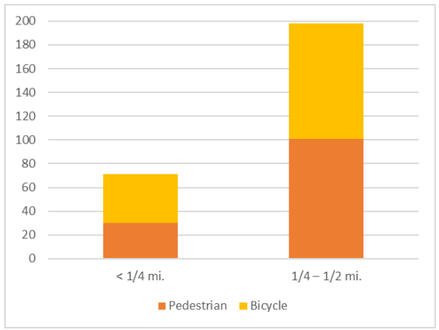
Collisions by Object or Party of Motor Vehicle



Collisions by Primary Collision Factor

Figure 20. Pedestrian and Bicycle Collisions near Project Schools (TIMS, 2016-2023)







4 PUBLIC AND STAKEHOLDER ENGAGEMENT

Key Engagement Activities

An effective SRTS Plan must address the concerns, needs, priorities, and observations from school communities and key stakeholders. The information collected through this outreach and engagement effort will be combined with other SRTS Plan tasks to develop infrastructure improvement recommendations within a quarter-mile radius of each Project School, as well as programmatic recommendations targeted for school districts, specific schools, and/or the City for implementation.

The overall approach to structuring and conducting extensive outreach and engagement is to be as accessible as possible to the school communities and other stakeholders whose input is vital to a successful SRTS Plan. This means ensuring that all basic materials are available in English, Spanish, and Korean and that key documents are also easily translated into other languages used by the City of Buena Park residents, specifically disadvantaged communities. The type (venues, locations, and platforms) and timing (days of week and time of day) of engagement activities were varied and targeted to known community habits and patterns. The approach was intended to be inclusive, allowing people with different interests, abilities, schedules, and available time to participate in person, virtually, or in hybrid activities as they wish.

The key engagement activities undertaken as part of the SRTS Plan are:

- **Online Engagement**
- **Walk Audits**
- **Community/Stakeholder Workshops**
- **Advisory Committee**

The project team collaborated to develop branding that aligns with Buena Park's existing visual identity. Using the city's official logo colors and established branding guidelines, the team created a project logo that maintains consistency with the city's overall aesthetic.



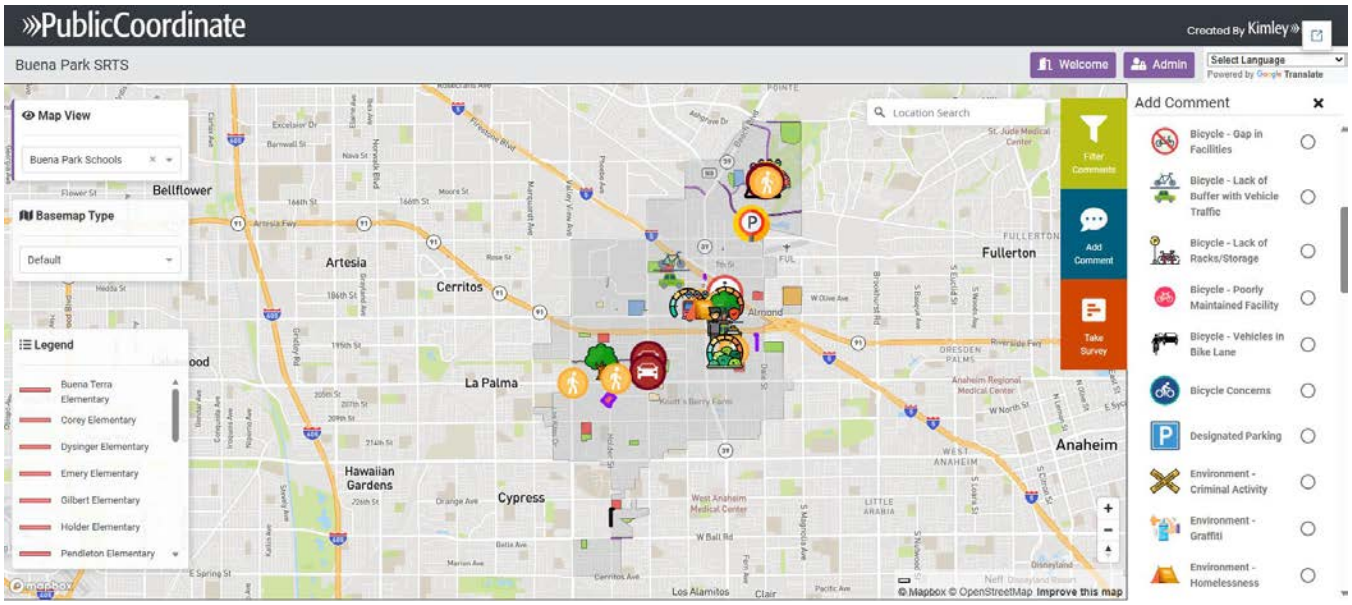
Online Engagement

Anchoring the effort of the Public and Stakeholder Engagement was the creation of a branded "Safe Routes to School Plan" webpage using ESRI's ArcGIS StoryMaps. This webpage outlines the project's objectives and vision to enhance the safety and accessibility of walking and biking routes for students. It includes the project timeline to keep the community informed, highlights potential treatments for improving infrastructure and traffic safety, and encourages public involvement through feedback, surveys, and community events. Visitors can access project documents for more information, stay updated on events, and contact the team directly to contribute or learn more about the initiative's progress. Links to the Project Flyer (in English, Spanish, and Korean) were provided, along with the Project's information boards developed for the community meetings. Accessible at: https://www.buenapark.com/SRTS, the web page offered an inviting, multi-lingual portal to the Plan, including embedded PublicCoordinate Interactive Map and public surveys.



Branded Project Webpage

Within PublicCoordinate, subpages for each school were created. Community members were able to use this interactive, user-friendly tool to highlight specific intersections and locations with concerns and draw segments where they would like pedestrian and bicycle facilities added or upgraded. This mapping tool was intended to help identify current barriers and recommendations for suggested improvements around a given school site.



PublicCoordinate Interactive Map and Survey

Community/Stakeholder Engagement and Walk Audits

As detailed in **Table 5**, the City deployed a range of activities and strategies to elicit a high-quality input about SRTS priorities, projects, and programs. The City posted information and elicited public input via its Instagram and Facebook social media platforms on April 15, April 30, June 20, and October 24, 2025.

Table 5. Summary of Outreach Events

Task	Category	Event / School / School District	Date	Notes
Additional Outreach Efforts Conducted to Engage School Leaders	**One-on-One School Interviews (7)** Location: Zoom	Gordon H. Beatty Middle School	Thursday, February 27, 2025	This was conducted to introduce the project to school principals and gain insight into the existing conditions including gates, access points, vehicular bus pick-up and drop-off zones, staff parking, bike racks, crossing guard locations, and multimodal circulation around schools. The project team decided to pivot and conduct this outreach to actively engage schools and school districts. This was also conducted to substitute the two schools removed from the SRTS Plan (Walter Knott Elementary which is now closed and Buena Park Learning Center which is a preschool program).
		Buena Park High School	Thursday, February 27, 2025	
		Charles G. Emery Elementary School	Monday, March 3, 2025	
		Holder Elementary School	Thursday, March 6, 2025	
		James A. Whitaker Elementary School	Monday, March 10, 2025	
		Hope Special Education	Wednesday, March 12, 2025	
		Mabel L. Pendleton Elementary School	Thursday, March 27, 2025	
	One-on-One School Interviews (3) Location: Phone Call	Arthur F. Corey Elementary School	Wednesday, March 12, 2025	
		Carl E. Gilbert Elementary School	Wednesday, March 12, 2025	
		Buena Park Middle School	Wednesday, March 12, 2025	
	One-on-One School District Interviews (2) Location: Zoom	Centralia Elementary School District	Monday, March 3, 2025	
		Buena Park School District	Tuesday, March 11, 2025	
Walk Audits	**Walk Audits (14)** Location: In-Person	Buena Park High School	Thursday, April 3, 2025	These were conducted during morning arrival or afternoon dismissal for each school in the City. City staff and consultant team attended all walk audits. Invitations were sent to all school principals and district staff to participate. In the event that school principals and/or district staff were unable to step outside and participate in the walk audit, City and consultant team visited the school office after completing the walk audits to understand the issues/concerns around schools as observed by school staff.
		Mabel L. Pendleton Elementary School	Thursday, April 3, 2025	
		Buena Terra Elementary School	Thursday, April 3, 2025	
		James A. Whitaker Elementary School	Wednesday, April 9, 2025	
		Dysinger Elementary School	Wednesday, April 9, 2025	
		Gordon H. Beatty Middle School	Wednesday, April 9, 2025	
		Carl E. Gilbert Elementary School	Thursday, April 10, 2025	
		Arthur F. Corey Elementary School	Thursday, April 10, 2025	
		Charles G. Emery Elementary School	Wednesday, April 16, 2025	
		Raymond Temple Elementary School	Wednesday, April 16, 2025	
		Buena Park Middle School	Wednesday, April 16, 2025	
		Holder Elementary School	Thursday, April 17, 2025	
		Hope Special Education	Thursday, April 17, 2025	
		San Marino Elementary School	Thursday, April 17, 2025	

Task	Category	Event / School / School District	Date	Notes
Community Engagement	**Pop-Up Events (4)** Location: In-Person	Spring Eggstravaganza	Saturday, April 19, 2025	Due to the challenges with getting responses from schools/school districts in March-May 2025, the project team held one extra pop-up event in lieu of one SRTS workshop to directly engage/interact with community members.
		Police Department Open House	Saturday, May 3, 2025	
		Movies Under the Stars	Thursday, June 26, 2025	
		Summer Concerts in the Park	Wednesday, July 30, 2025	
Community Engagement	**SRTS Workshop (2)** Location: In-Person	James A. Whitaker Elementary School	Thursday, August 28, 2025	Two workshops were held at an underserved school (defined as a school where 75% or more students are eligible for Free and Reduced-Price Meals).
		Carl E. Gilbert Elementary School	Tuesday, October 28, 2025	
Additional Outreach Efforts Conducted to Engage Parents	**Back to School Night (7)** Location: In-Person	Buena Park High School	Wednesday, September 3, 2025	Due to low turnout at Whitaker Elementary SRTS Workshop, the project team pivoted and attended Back to School Nights in lieu of holding a third SRTS workshop. The principal of Whitaker noted that Back to School Nights have the highest family/student attendance amongst other school events. The project team received more than 150 responses on the survey through the Back to School Night events.
		Charles G. Emery Elementary School	Thursday, September 4, 2025	
		James A. Whitaker Elementary School	Thursday, September 4, 2025	
		Gordon H. Beatty Middle School	Thursday, September 11, 2025	
		Mabel L. Pendleton Elementary School	Thursday, September 11, 2025	
		Carl E. Gilbert Elementary School	Thursday, September 11, 2025	
		Arthur F. Corey Elementary School	Thursday, September 11, 2025	



"Spring Eggstravaganza" Pop-Up Event



"Movies Under the Stars" Pop-Up Event



Walk Audit at Buena Park High School



Workshop at James A. Whitaker Elementary School

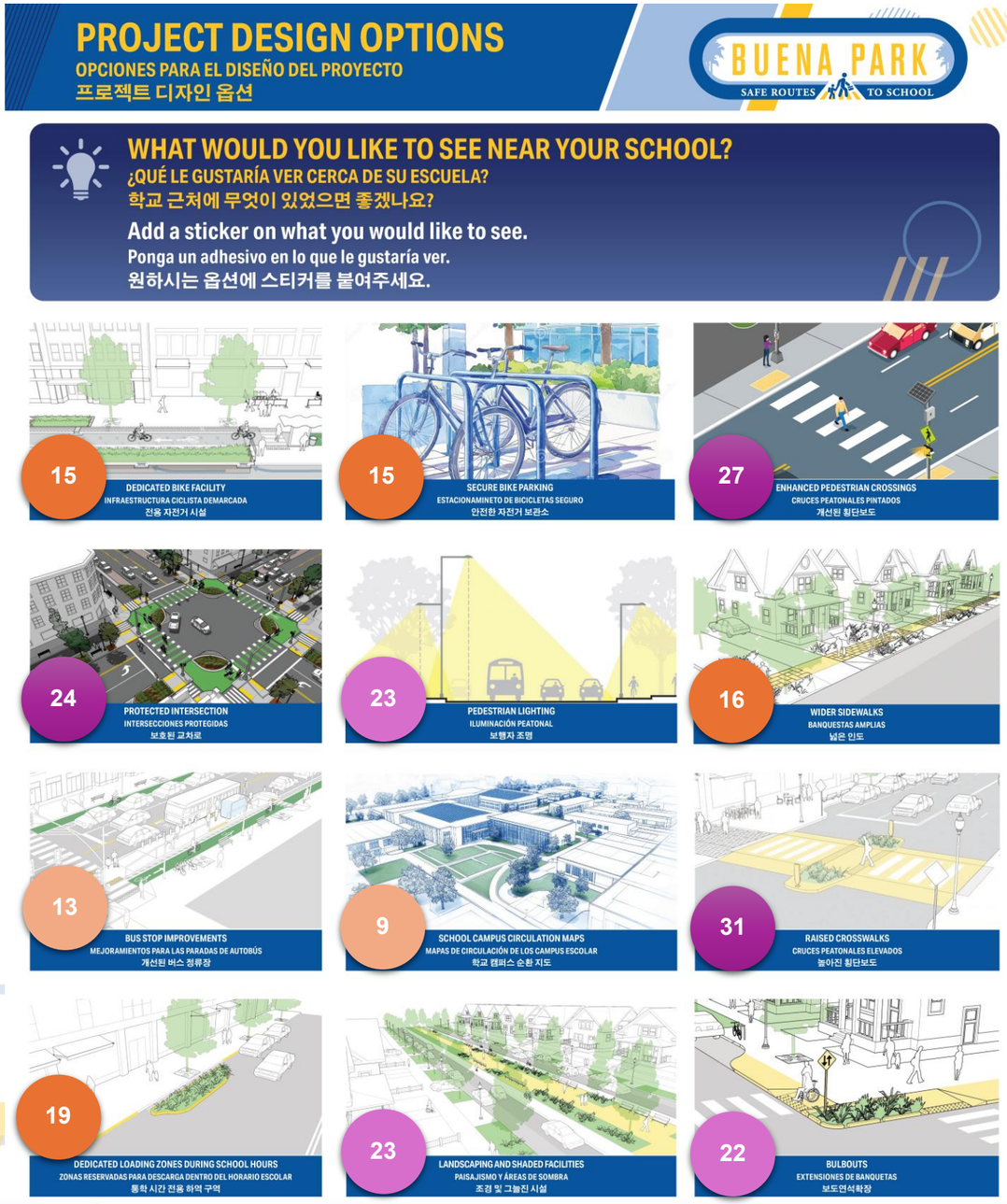
Advisory Committee

An Advisory Committee was established to provide high-level input from all five school districts, Orange County Transportation Authority (OCTA), and California Department of Transportation (Caltrans), in addition to the City of Buena Park Public Works Department and the Buena Park Police Department (BPPD). Six Advisory Committee Meetings were held between October 2025 and March 2026, to discuss, review, and approve the SRTS Plan elements, including school prioritization, project infrastructure recommendations, and the non-infrastructure programs and operational strategies included in this Plan. The list of advisory committee meetings and key agenda items are listed in **Table 6**.

Table 6. Advisory Committee Meeting Details

Advisory Committee Meeting Date	Key Agenda Items
Meeting #1 Tuesday, September 2, 2025	• Kickoff Meeting • Project Overview, Goals, Schedule, Progress Report • Purpose of Advisory Committee • Request to promote PublicCoordinate and Embedded Survey
Meeting #2 Tuesday, September 30, 2025	• Key Trends from Public Engagement (to-date)
Meeting #3 Monday, October 27, 2025	• Non-Infrastructure Project Recommendations • Menu of Programmatic and Operational Strategies • Review of Agency Roles and Commitment Opportunities
Meeting #4 Tuesday, November 18, 2025	• City's Active Transportation Coordinator Roles and Responsibilities • Non-Infrastructure Recommendations • Discussion of Input received from Caltrans and OCTA • School Prioritization Framework Overview • Committee Approval of Framework (Metrics and Weighting)
Meeting #5 Wednesday, January 21, 2026	• Summary of Non-Infrastructure Project Recommendations • Input from City, Caltrans, OCTA, Buena Park School District, and Buena Park High School; awaiting BPPD and Centralia Elementary School District • School Prioritization Framework – Review of Results (Rating and Rankings Tables)
Meeting #6 Tuesday, February 24, 2026	• Review of Project Achievements: o Data Collection o Public Outreach and Engagement o Prioritization o Recommendations • BPPD Input on Enforcement for SRTS Plan • Committee Commitments to Supply Letters of Support for Grant Applications

Figure 21. Community Input During Pop-Up Event Activities



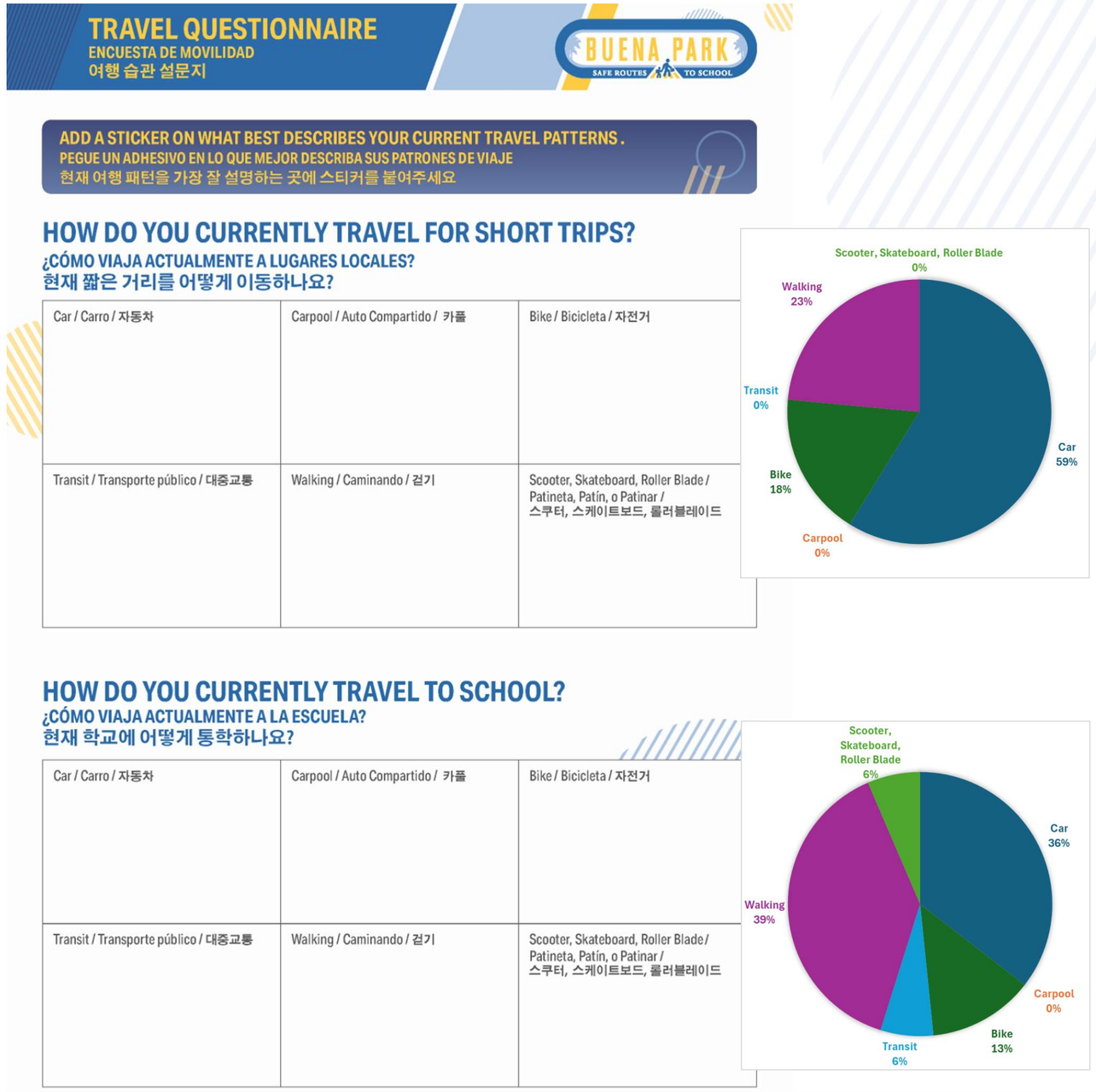
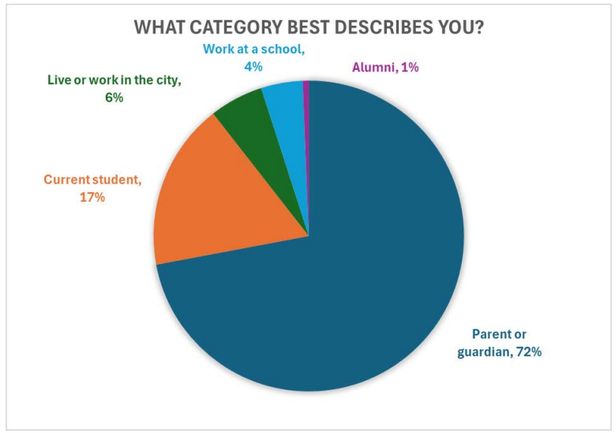
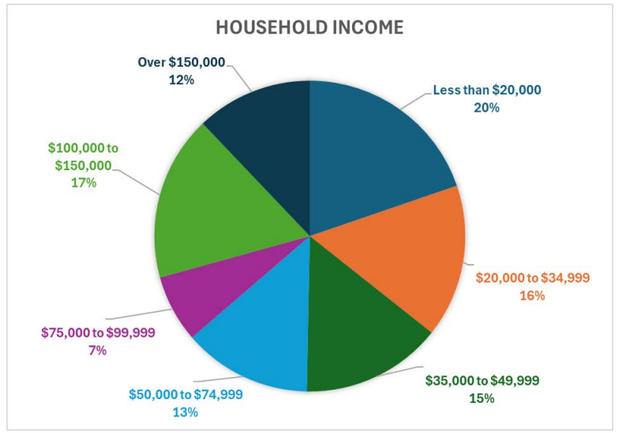
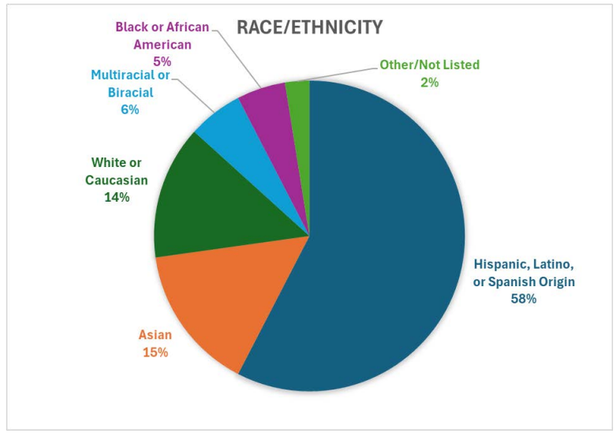
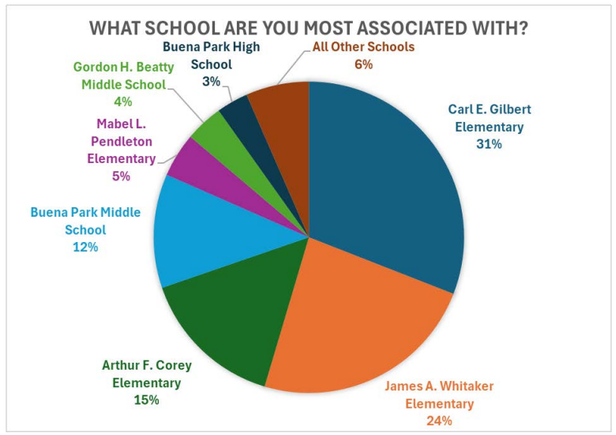


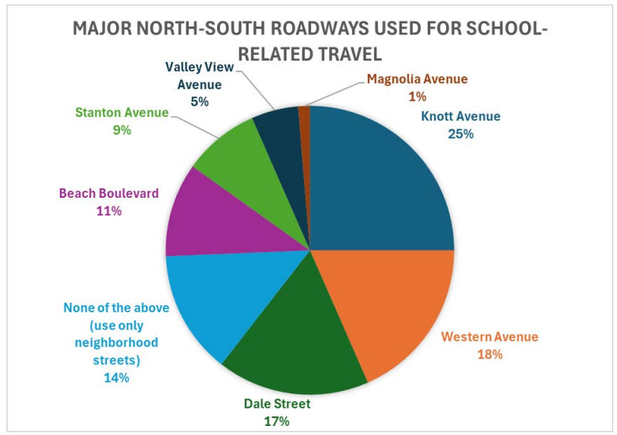
Figure 22. Community Input through Online Survey (1 of 2)

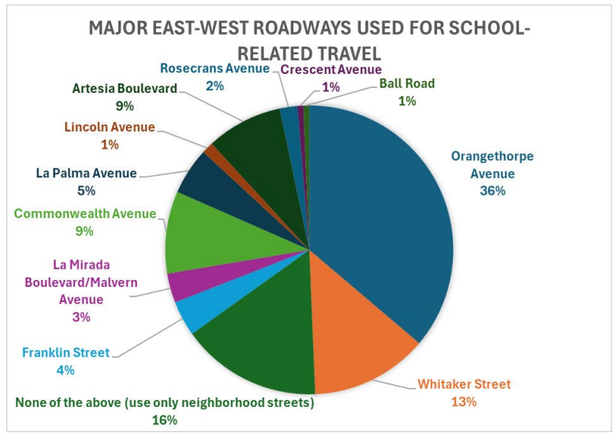






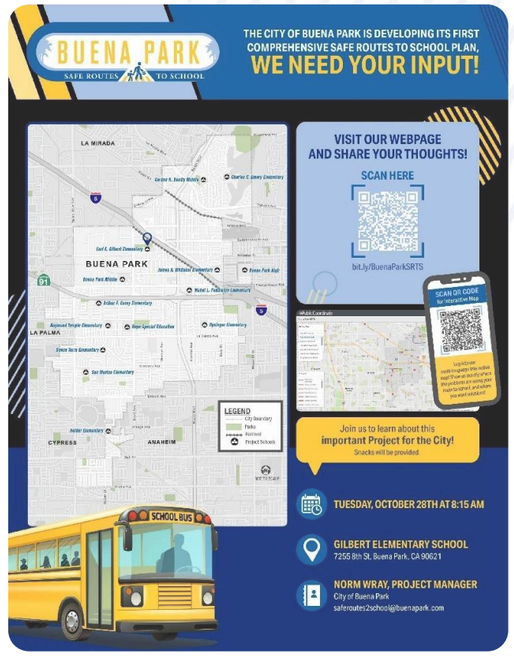


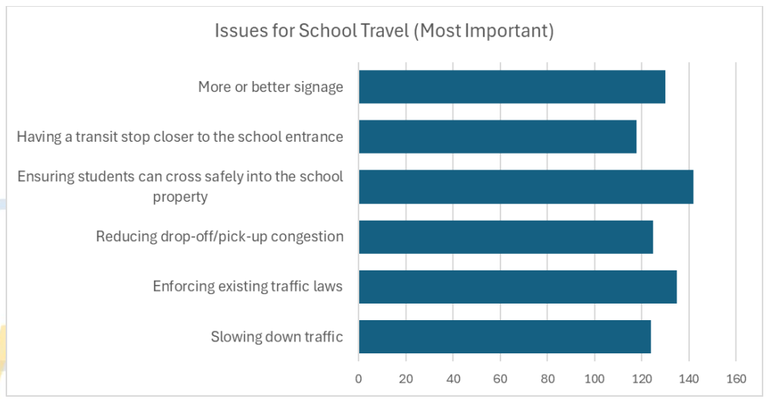


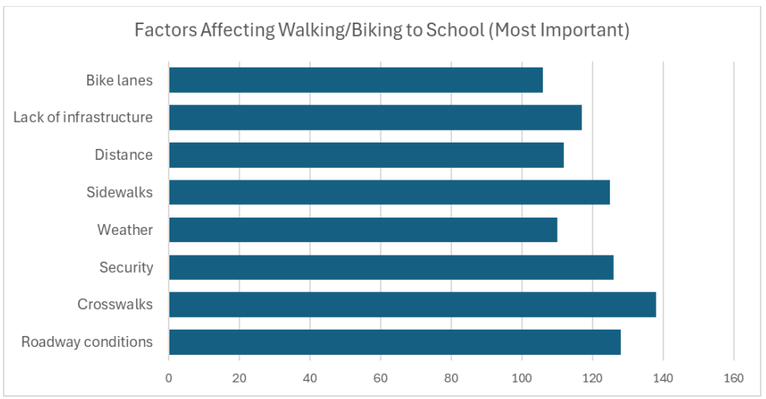


161 Completed Surveys

- **146** English
- **14** Spanish
- **1** Korean







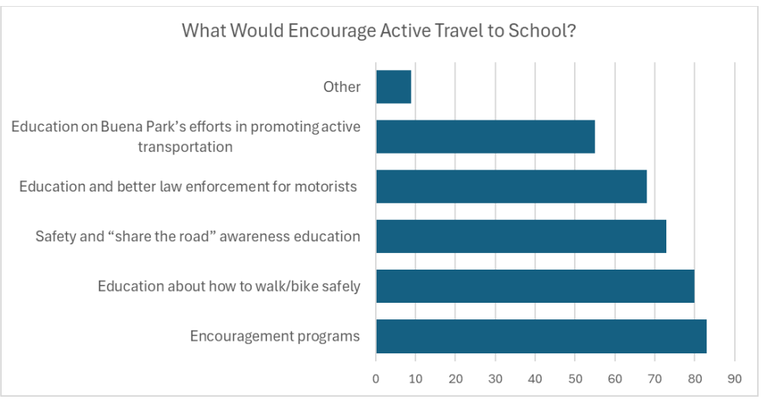


Figure 23. Community Input through Online Survey (2 of 2)

General Suggestions and Comments

Safety Concerns

- Concerns about crime, dangerous people, predators, and unsafe walking environments near schools.
- Fear due to homeless individuals near school routes, especially around Knott Avenue, Melrose Street, and Orangethorpe Avenue.
- Requests for more supervision, crossing guards, patrolled areas, and bus safety enforcement (e.g., ensuring kids leave with adults).

Infrastructure Issues

- Numerous comments highlighted the lack of sidewalks, especially near schools and in residential areas.
- Requests for more crosswalks, better crosswalks, protected crosswalks, more signage, and better lighting.
- Requests for wider or protected bike lanes.

Traffic & Congestion

- Complaints about speeding, double parking, and drivers ignoring stop signs.
- Suggestions for traffic calming measures, 4-way stops, and better striping.
- Drop-off/pick-up areas were described as chaotic and unsafe.
- Requests for transportation for children during rainy weather.

Enforcement & Education

- Calls for better law enforcement, especially in school zones and for existing traffic laws.
- Suggestions for driver education, especially for high school students and parents.
- Requests for cameras, traffic lights, and police presence.
- Calls for traffic safety education for parents and students.

Suggestions to Encourage Walking/Biking

- Ideas included incentives, bike resources, and education programs.
- Some emphasized the need for actual infrastructure before promoting walking/biking.
- Comments noted that unsafe conditions currently discourage active transportation.
- Comments on the importance of having a bike and better health.

Common Themes Across Schools

- **Safety:** Concerns about crime, homelessness, and unsafe walking environments.
- **Infrastructure:** Lack of sidewalks, crosswalks, and lighting.
- **Traffic:** Speeding, congestion, and double parking.
- **Enforcement:** Need for more patrols, crossing guards, and law enforcement presence.

School Specific Concerns

Arthur F. Corey Elementary

- Comments about unsafe intersections and lack of infrastructure.
- Requests for improved sidewalks and lighting.
- Concerns about homelessness and crime near walking routes.
- Concerns about congestion and speed

Charles G. Emery Elementary

- Requests for more signage and traffic enforcement.
- Comments about unsafe intersections and lack of crossing guards.

Carl E. Gilbert Elementary

- Requests for more crossing guards and protected intersections.
- Concerns about traffic congestion and speeding near school zones.
- Comments about lack of sidewalks and unsafe walking conditions.

James A. Whitaker Elementary

- Safety concerns around Dale Street and Whitaker Street.
- Suggestions for better signage and enforcement of traffic laws.
- Comments about needing more patrols and crossing guards.
- Need for better crosswalks.

Buena Park Middle School

- Comments about congestion and risky driver behavior.
- Suggestions for traffic calming and better enforcement.
- Concerns about student safety during drop-off/pick-up.

Buena Park High School

- Concerns about lack of crosswalks and speeding on major roads.
- Comments about unsafe walking routes and need for better infrastructure.
- Suggestions for education programs and incentives to encourage walking/biking.

Holder Elementary

- Specific mention of Holder Street and Mt. Ripley Drive intersection as a blind spot with frequent near misses.
- Requests for more 4-way stops and better visibility for drivers.

Note: Survey responses were primarily received from parents/guardians, staff members, and students affiliated with the schools listed above.

Figure 24. Community Input through PublicCoordinate

General Comments and Concerns

Vehicle Behavior and Traffic Safety Issues

- Speeding, especially at night on connector streets.
- Failure to stop at stop signs and unsafe turning movements.
- Poor driver yielding observed near schools and during peak travel times.

Street and Intersection Design Concerns

- Wide turn radii and lack of traffic calming measures.
- Short turn lanes create safety issues.
- Blind spots affect driver and pedestrian visibility.
- Conflicts at freeway ramps and major arterials, including lane confusion and red-light running.

Pedestrian and School Access Safety

- Parking shortages and drop-off constraints forcing families to cross streets at undesignated locations.
- Students crossing without adequate infrastructure such as crosswalks, curb ramps, or crossing guards.
- Long distances between designated crosswalks impact safety.

Suggested Improvements

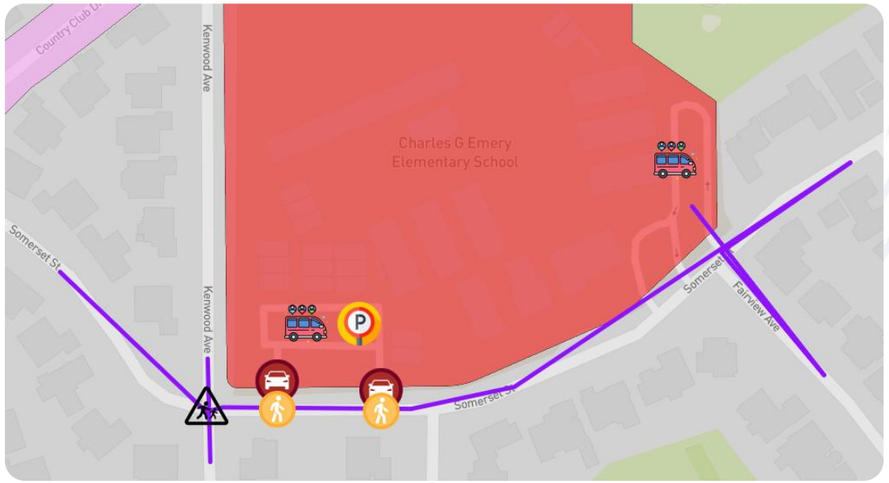
- Requests for new or enhanced crosswalks and improved traffic signage.
- Additional traffic control measures and support.
- Clearer separation between vehicle movements and student walking routes.

Environmental and Comfort Concerns

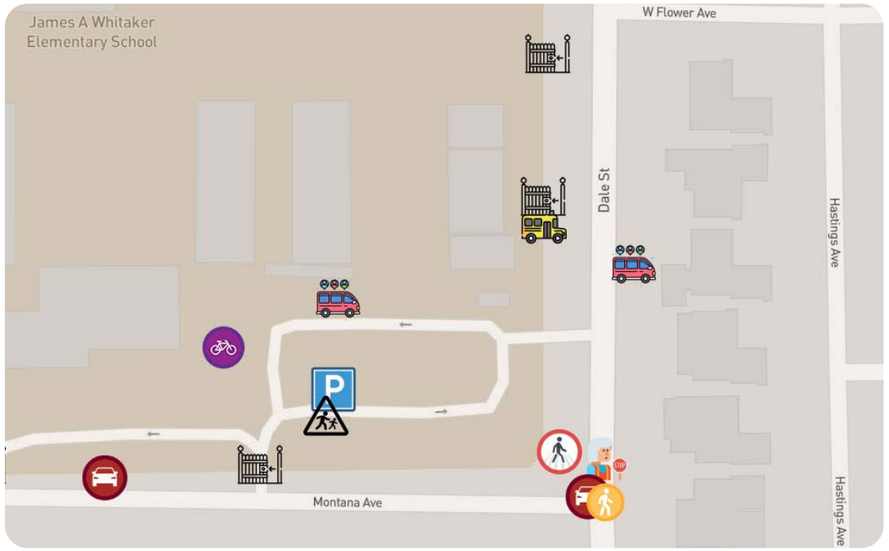
- Lack of shade and poor landscaping maintenance near school routes.
- Safety concerns related to homelessness along daily travel paths.

Key Locations with Multiple Comments

- Emery Elementary School Parking Lot Entrance/Exit (on Somerset Street, east of Kenwood Avenue)
  - Commenters cite the very limited drive-through space shared by multiple grade levels.
  - School staff note that adjacent streets often develop bottlenecks due to the congestion near this location.
- Dale Street and Montana Avenue Intersection near Whitaker Elementary School
  - Vehicles frequently speed past the crossing guard.
  - Commenters highlight the lack of safety infrastructure, such as curb ramps or flashing lights, which increases the risk for pedestrians.



Example of Community Comments: Charles G. Emery Elementary School



Example of Community Comments: James A. Whitaker Elementary School

Legend

- Crossing Guard
- Designated Parking
- Existing Bicycle Rack
- Lack of Parking/ Illegally Parking
- Parent Pickup/ Dropoff Location
- Pedestrian Concerns
- School Bus Pickup/ Dropoff Location
- School Gate
- Student Crossing Outside Marked Crosswalk
- Suggested Crosswalk Improvements
- Vehicular Concerns
- Requested Safety Improvements

5 RECOMMENDATIONS

The recommendations presented in this plan were developed through a thorough review of information presented in Sections 2 through 4, which provide critical insights into policy context, existing conditions, school-specific data and public input. This comprehensive approach ensures the recommendations address safety, mobility and the community's unique access needs. The recommendations as identified in this SRTS plan (and listed in individual school profiles) are categorized into two categories: **Infrastructure** and **Non-Infrastructure**.

- **Infrastructure Recommendations** focus on Engineering strategies to improve physical environments.
- **Non-Infrastructure Recommendations** are primarily programmatic strategies based on the other five identified components ("E"s) of an effective and community-driven SRTS plan - Engagement, Equity, Encouragement, Education, and Evaluation.

Infrastructure Recommendations

The Project Team developed an initial set of infrastructure recommendations near each of the Project Schools, based on the data collection efforts identified in Section 3, and public input on specific infrastructure strategies documented in Section 4. These recommendations comprise of proven, cost-effective safety measures that are acknowledged as best practices across the nation, and internationally.

Menu of Infrastructure Strategies

The following key strategies were considered as part of infrastructure recommendations to be implemented by the City of Buena Park on a case-by-case basis in the vicinity of the Project Schools.

Engineering Strategy #1 – Crosswalks

Description:

High-Visibility crosswalks consist of patterns such as continental or ladder bars that are visible from farther distances than traditional crosswalks. These types of crosswalks can reduce pedestrian injury crashes by up to 40 percent (per FHWA).

Benefits:

- Increased Safety
- Increased Visibility
- Encourages walking and biking

Action: Where it is feasible, consider adding high-visibility crosswalks in school zones to improve safety for vulnerable road users.

Engineering Strategy #2 – Traffic Calming

Description:

Traffic calming measures vary and may include speed humps, speed tables, and raised crosswalk among other measures. Traffic calming is used to reduce vehicle speed within a specific street. Speed humps and speed tables can be tools used near schools to reduce speeds and may be used along other measures such as raised crosswalks.

Benefits:

- Speed Reduction
- Enhanced Walking and Biking

Action: Where feasible, consider adding speed humps, speed tables, or raised crosswalks as applicable.

Engineering Strategy #3 – Signage & Markings

Description:

Signage and markings are important warnings of expected behaviors in certain areas. Well-planned and managed signage could contribute to a decrease in accidents.

Benefits:

- Increased driver awareness
- Improved safety
- Enhanced visibility

Action #1: Maintain consistent signage and markings around all schools in compliance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Action #2: Consider decreasing the school zone speed limit to 20 miles per hour, as mandated by Assembly Bill 382, before the mandatory compliance date of January 1, 2031. Implementing this change ahead of schedule will provide additional protection and enhance overall safety around schools.

Engineering Strategy # 4 – Bike lanes

Description:

There are four classes of bike lanes, which are determined by the road conditions where they will be placed:

- Class I: Off-street bike lanes that are separated from vehicle traffic.
- Class II: On-road bike lanes separated from vehicles by a painted line.
- Class III: Shared lanes typically marked by sharrows (shared lane markings).
- Class IV: On-road bike lanes protected by physical barriers, such as bollards and curbs.

Benefits:

- Increased bicyclist safety
- Encourage more bikers to bike in the street
- May prompt decreased speeds
- Encourages healthy habits
- Reducing emissions
- Reducing congestion

Having bike lanes near schools is essential for promoting biking to school among students.

Action: Evaluate existing bike lanes and corridors without designated bike lanes. Determine which bike lanes can be enhanced to further protect bikers and where bike lanes may be developed and the class of bike lane that best fits the corridor.

Engineering Strategy #5 – ADA Curb Ramps

Description: Americans with Disability Act (ADA) compliant curb ramps are key to ensuring everyone has safe access to sidewalks and crossings.

Benefits:

- Accessibility
- Safety
- Enhanced mobility

Action: When feasible, the City may improve curb ramps to ensure they are ADA compliant throughout the city, with an emphasis on areas near schools.

Engineering Strategy #6 – Curb Extension

Description:

Curbs extension or bulb-outs can be used to create safer crossings for pedestrians and bicyclists by narrowing the roadway.

Benefits:

- Increased visibility
- Encourage slower driving speeds

Action: When and where feasible, the City may improve the existing curb by adding curb extensions.

Engineering Strategy #7 – Crossing Guards

Description:

Crossing Guards, as outlined in the CA MUTCD, serve as a critical SRTS strategy by providing direct supervision and control at designated school crossings, assisting children in safely navigating traffic, and enhancing driver awareness and compliance in school zones.

Benefits:

- Safer crossings for students
- Encourages biking and walking to school

Action: Evaluate the need for crossing guards at all schools that serve residents and assign crossing guards, as feasible.

Engineering Strategy #8 – Traffic Circulation Plan

Description:

A Traffic Circulation Plan is a site-specific strategy designed to optimize traffic flow and enhance safety around schools by addressing the movement and interaction of vehicles, pedestrians, bicyclists, and buses. These plans aim to reduce congestion and conflicts, particularly during peak school pick-up and drop-off times, by designating safe drop-off zones, streamlining school driveway access, and improving signage and communication for drivers and parents.

Benefits:

- Improved Safety and Reduces Conflicts
- Decreased Congestion by Organizing Traffic Flow
- Clear Communication for Parents, Students and Administrators
- Encourages Active Transportation

Action #1: Collaborate with schools to develop site-specific Traffic Circulation Plans tailored to unique school layouts and community needs. Create detailed traffic circulation maps showing proper drop-off/pick-up zones, walkways, bike paths, and parking areas. Install supporting infrastructure such as signage, directional arrows, and traffic control devices to enforce the plan's elements.

Action #2: Distribute traffic circulation plans to parents at the start of each school year and educate stakeholders through workshops or online resources.

Non-Infrastructure Recommendations/Programmatic Strategies

A menu of programmatic and operational strategies was presented to the Advisory Committee on Monday, October 10, 2025. Discussion, refinement, and finalization of Advisory Committee commitment to appropriate non-infrastructure strategies to support the City's SRTS Plan continued through the subsequent three Advisory Committee meetings from November 2025 through February 2026.

Menu of Non-Infrastructure Best Practices

Table 7 is a compilation of selected best practices for programmatic strategies, by grade. It is the result of a scan of several dozen state and national programs, with innovative approaches, comprehensive "how-to" guides, and examples of graphics and instructional materials. This matrix was reviewed/shared with the Advisory Committee and provides real-world examples of standard as well as innovative and unique engagement, equity, encouragement, education, and evaluation programs, meant to inspire school principals and teachers to adopt or adapt one or more strategies as they identified programs for their own schools.

Table 8 tabulates the various "Other Es" planned to be undertaken as part of the SRTS Plan. The Project Team reached out multiple times to all school representatives in an attempt to elicit willingness to engage in specific strategies, and to understand what would move an initial "No" response to a "Maybe" or a "Yes."

All feedback received confirmed that schools are more able to integrate SRTS programs into the already full school-day if District program and material support along with a City-sponsored Active Transportation Coordinator are provided as resources. Some schools provided partial information, and five of the 14 Project Schools were unable to reply prior to the finalization of the SRTS Plan. In those cases, the Project Team made recommendations (indicated by "R" in the table) that represented a minimal level of effort for a SRTS program in its preliminary stages. The Project Team identified participation in annual student tallies and parent surveys as a required component for all schools, in order to monitor and assess benchmark progress on mode shift and track the evolving concerns and needs of parents and guardians in the City of Buena Park.

Table 7. Examples of Non-Infrastructure Best Practices by Grade

Non-Infrastructure SRTS Strategy	Source Material	Elementary School	Middle School	High School
Engagement *(listen to students, parents, community on their needs and preferences, involve them in implementing desired programs)*				
Back-to-School, Back-to-Safety Program, "Be Smart from the Start)	sonomasaferoutes.org/sites/default/files/its_kind_of_like_majestic._kids_share_why_they_walk_and_bike_to_school-sd.mp4	X (target parents)	X (target parents)	X (target students and parents)
Family Bicycling Workshops (helmet checks, safety drills, for students and their families during summer, weekends, holidays)	https://sonomasaferoutes.org/sites/default/files/fbw_curriculum_v1_0414.pdf	X	X	-
Family Biking Guide	https://www.portland.gov/transportation/walking-biking-transit-safety/portland-family-biking-guide	X	X	X
Engage PTA, neighborhoods, community organizations in supporting each school's SRTS programs - Messaging that engages	https://saferoutespartnership.org/3-key-messages-get-more-kids-biking-walking/	X (invite parents, build engagement strategies into ongoing events or meetings)	X (invite parents, build engagement strategies into ongoing events or meetings)	X (begin to think "next generation" as students will graduate, establish their own mobility habits)
Special Engagement strategies for middle- and high-school students	https://saferoutespartnership.org/wp-content/uploads/2023/05/Walking-Riding-and-Rolling-for-a-New-Generation-FINAL_1.pdf		X	X
Equity *(ensure fair outcomes for all students, of all abilities)*				
Bike repair clinics	-	X	X	X
Supply helmets, locks, lights for participation; identify low-cost options for students to repair bikes, update safety equipment	https://drive.google.com/file/d/1b2AowSadI6FUvWhYybG0zHLeaTpkw-9L/view	X (target priority schools)	X (target priority schools)	X (target priority schools)
Facilitate culturally responsive encouragement and engagement activities	-	X	X	X
Encouragement *(generate excitement)*				
October/May Walk or Bicycle to School Days, Earth Day	https://www.youtube.com/watch?v=Rmd2mEZ-ZGI	X	X	X
Walking School buses, Bike Trains - perhaps on "Walking Wednesdays"	https://saferoutespartnership.org/resource/2025-bike-roll-day-toolkit/	X	-	-
Student-initiated Active Transportation Clubs	-	-	X	X
Encouragement Programs (LADOT)	https://ladotlivablestreets.org/content-detail/Keep-Walking-Guides	X	X	X
Encouragement Programs (Sonoma County SRTS)	https://sonomasaferoutes.org/content/encouragement-programs	X	X	X
Golden Sneaker awards where classrooms compete for the honor of being the class with the highest share of walkers/rollers in a given time period, or other mileage tracking contests with monthly incentives and annual prizes	https://sonomasaferoutes.org/content/golden-sneaker-awards	X	X	X

Non-Infrastructure SRTS Strategy	Source Material	Elementary School	Middle School	High School
Education *(skills and safety for students and community)*				
Bicycle Rodeos, Skill Curricula by grade; Pedestrian Safety/Skill Curricula by grade	https://sonomasaferoutes.org/content/education-programs	X	X	X
School assemblies on health, active living, Vision Zero safety goals, the joy of walking/rolling to school	https://www.youtube.com/watch?v=AQSKxF_-puU	X	X	X
Peer-to-Peer Presentations (safety, distracted walking/driving and health-focused witness testimony)	https://saferoutespartnership.org/resource/let-them-lead-engaging-high-school-students/	X	X	X
A Year of Safety Messaging	https://ladotlivablestreets.org/content-detail/School-Traffic-Safety-Campaign	X	X	X
Motorist safety and awareness campaigns; Heads Up, Phones Down art contests, Asphalt Art Safety Contests	https://www.youtube.com/watch?v=DLfDEWQScic	-	X (starting to learn to share the road, from passenger perspective)	X (for new drivers)
In-class, on-yard, after-school programs for pedestrian, bicycle and traffic education.	https://ladotlivablestreets.org/content-landing/SRTS-EE	X (age-appropriate lessons and messaging, e.g., traffic gardens and basic safety rules)	X (age-appropriate lessons and messaging, e.g., science lessons highlighting braking distances at different speeds)	X (age-appropriate lessons and messaging, e.g., curricula showing links between health outcomes and physical activity)
Vision Zero Ambassadors Program (empowers high school youth to become next generation of traffic safety leaders in their communities)	https://www.montgomerycountymd.gov/DOT-pedsafety/VZYA/#:%7E:text=Montgomery%20County%20High%20school%20students%20selected%20to%20be%20a%20youth,in%20communities%20around%20the%20county.	-	-	X
California Ped-Bike Safety Curriculum - Grades 4 & 5	https://www.pedbikeinfo.org/downloads/SRTSlocal_TeachingChildrenToWalkSafely.pdf https://sonomasaferoutes.org/content/california-pedestrian-and-bicycle-safety-curriculum-grades-4-and-5	X	-	-
E-Scooter Safety	https://kidzneurosciencecenter.com/e-scooters/	-	X	X
Evaluation *(tracking progress, identifying areas to improve or augment)*				
Based on observations and conversations with students, parents, community members, provide feedback to principal and/or district about program effectiveness, outcomes, and ideas to improve it	School-specific processes based on community engagement, PTA, etc.	X	X	X
Participate in annual student tallies/parent surveys, with available assistance	National SRTS Student Tally (Hand Raise) + Parent Survey	X	X	X

Table 8. Recommended Non-Infrastructure Strategies by School

School	Support parents/ PTAs in volunteering for SRTS activities (e.g., walking school buses and bike trains)	Help City and District develop, modify, and or enforce safe access and circulation plans	Work with District staff to ensure teachers are aware of and know how to utilize OCTA and City of Buena Park educational, safety, training, and encouragement resources that already exist.	Ensure compliance with Student Tallies/Parent Survey requests and contribute to year-end SRTS program evaluation.	School-specific programs for October/May Walk/Bike to School Days and Earth Day	Back-to-School Back-to-Safety Program	Bike and pedestrian skills and safety rodeos, including bike repair clinics	School assemblies on health, active living, Vision Zero, and the joy of walking/rolling to school	Walking school buses and bike trains - monthly or more often	Supply helmets, locks, lights for safety education or encouragement program participation; identify low-cost options for students to repair bikes, update safety equipment	Family Fun Days - scavenger hunts, bike repair clinics, bike donation programs;	Student-initiated Active Transportation Clubs	Pedometer Challenge or other mileage tracking contents with monthly incentives and annual prizes (e.g., Golden Sneaker Awards)	Special engagement strategies for middle- and high-school students
Arthur F. Corey Elementary	Y	Y	Y	Required	Y	Y	Y	Y	Y	R	Y	Y	Y	NA
Charles G. Emery Elementary	M	N	Y	Required	R	R	R	R	R	R	R	N	R	NA
Carl E. Gilbert Elementary	Y	Y	Y	Required	Y	Y	Y	Y	Y	R	Y	Y	Y	NA
Mabel L. Pendleton Elementary	Y	Y	N	Required	Y	Y	Y	Y	Y	R	Y	N	Y	NA
James A. Whitaker Elementary	Y	Y	N	Required	Y	Y	Y	Y	N	R	Y	N	Y	NA
Buena Park Middle School	Y	Y	Y	Required	Y	Y	N	Y	N	R	Y	N	Y	R
Gordon H. Beatty Middle School	Y	Y	N	Required	Y	Y	Y	Y	Y	R	Y	N	Y	R
Buena Terra Elementary	NR	NR	NR	Required	R	R	R	R	R	R	NR	NR	R	NA
Dysinger Elementary	NR	NR	NR	Required	R	R	R	R	R	R	NR	NR	R	NA
Raymond Temple Elementary	NR	NR	NR	Required	R	R	R	R	R	R	NR	NR	R	NA
San Marino Elementary	NR	NR	NR	Required	R	R	R	R	R	R	NR	NR	R	NA
Buena Park High School	Y	R	NR	Required	Y	**Y -** A year of Safety Messaging for Students; Motorist Safety and Awareness campaigns; Heads Up, Phones Down art contests, Asphalt Art Safety Contests	**Y -** In class/on yard); include E-Scooter Safety Rodeos for High School Students	**Y -** Vision Zero Ambassadors Program (empowers high school youth to become next generation of traffic safety leaders in their communities)	N	Y	**Y -** Bike repair clinics on campus	Y	N	M
Holder Elementary School	NR	NR	NR	Required	R	R	R	R	R	R	NR	NR	R	NA

Y = Yes; M = Maybe; N = No; R= Recommended by Project Team/No Explicit Response rom School; NR = Not Recommended by Project Team/No Explicit Response from School; NA = Not Applicable
Note that most "YES" indications are predicated on having resources and assistance to implement, ideally the City of Buena Park's AT Coordinator. Additionally, some "No" and "Maybe" responses would shift to "Yes" with an AT Coordinator to lead the strategy.

Advisory Committee Roles

Depending on available funding, the non-infrastructure recommendations and programmatic strategies identified in this plan will be implemented, funded, and/or supported by members of the SRTS Advisory Committee at different levels of organization: Caltrans (District 12), OCTA, City of Buena Park (City), BPPD, the four school districts, and 14 individual Project Schools.

An important reason for establishing the Advisory Committee was to elicit these stakeholders' advice on potential programmatic recommendations that align with their goals. Thus, in alignment with the SRTS Plan's Outreach and Engagement Plan, the project team dedicated several meetings of the SRTS Plan Advisory Committee to discuss potential programs and operational strategies intended to support the engineering recommendations for the SRTS Plan, and to encourage more students to walk and roll to school.

One of the key gaps in implementing programmatic strategies identified in the preparation of this plan was a dedicated City staff member who can serve as a bridge between schools, school districts, residents, and stakeholders including the various departments of the City. Hence, a vital strategic recommendation was the creation of an Active Transportation Coordinator role within the City's Public Works Department.

The roles and strategies associated with the Active Transportation Coordinator as well as each stakeholder are summarized below.

Active Transportation Coordinator

Role

The Active Transportation (AT) Coordinator will ensure the successful implementation of both school-focused Safe Routes to School (SRTS) and community or citywide AT programs, fostering a safe and active transportation culture within the community.

Responsibilities

Coordination and Facilitation:

- Act as a liaison between the City, County, school districts, and individual schools. Support the integration and implementation of SRTS/AT strategies across jurisdictions.
- Establish and participate in advisory committees for ongoing public input and information sharing regarding SRTS/AT activities.
- Collaborate with OCTA, OC Health Care Agency, and other relevant bodies to support and promote active transportation initiatives.

Policy and Plan Support:

- Ensure consistency in data and policies at the county level.
- Ensure integration of the SRTS Plan into relevant upcoming plans and projects (for instance, CIP and planned complete streets projects).
- Provide technical expertise and policy guidance related to SRTS/AT.
- Assist in identifying and addressing barriers and needs for walking and bicycling.
- Lead the annual student tally and parents' survey effort, to minimize efforts needed from classroom teachers.
- Document SRTS/AT progress and support the City's efforts to obtain project and program grant funding.

Community Engagement:

- Conduct county-level and city-level community engagement activities related to SRTS/AT, including events such as Walk to School Day and Earth Day
- Develop and distribute a monthly SRTS/AT flyer to school districts and schools to promote engagement and awareness.
- Organize events such as city-wide fun runs, cycling events, bike repair clinics, and scavenger hunts to maintain engagement.
- Coordinate with schools to implement specific school-based SRTS events like Walk/Bike to School Days, bike and pedestrian skills rodeos, and safety and encouragement programs.

Education and Enforcement:

- Promote safe travel behaviors and educate the community about the benefits and practices of walking, rolling, and biking to school.
- Support enforcement strategies focused on reducing speeding and aggressive driving near school campuses. Act as a liaison between the Police Department, schools, and school districts for enforcement activities.
- Develop and implement safety education programs for students, parents, and motorists.

Data Collection and Analysis:

- Support safety and utilization assessments by providing necessary data and analyses.
- Record and report crash data to evaluate safety trends.
- Compile and report results of school tallies and surveys related to SRTS implementation.

Grant Support and Funding:

- Help deliver federal, state, and regional funding for SRTS/AT efforts.
- Seek ongoing funding for recommended projects and strategies.
- Support grant applications by providing necessary data and technical expertise.

Caltrans District 12

Role

Bring goals of the statewide California Department of Transportation (Caltrans) bicycle and pedestrian plan (Toward an Active California) to the District level; identify conditions and needs for walking and bicycling on the State Highway System (SHS) in District 12; coordinate, facilitate and help deliver District 12 investments based on public input and safety prioritization to address barriers and gaps in the District 12 SHS pedestrian and bicycle network.

Strategies

- Continue to support statewide and District 12 Orange County Complete Streets policies, strategies, and action to advance active transportation safety, mobility, preservation, and equity.
- As appropriate (depending on context and resources available) continue to support OCTA and City of Buena Park in identifying location-based needs (locations on the SHS where infrastructure changes would deliver most benefits to those walking and bicycling).
- As appropriate (depending on context and resources available) continue to support OCTA and the City of Buena Park as they seek to implement Complete Streets and AT/SRTS strategies on, connecting to, or impacting the SHS within their jurisdictions.
- As appropriate (depending on context and resources available), support OCTA and the City of Buena Park in finding opportunities to promote Complete Streets, including this SRTS Plan, on social media and other platforms.

OCTA

Role

Ensure county-level data and policy consistency where needed; provide county-level roadway standards and active transportation/SRTS toolkits and technical assistance; provide liaison between Caltrans, Southern California Association of Governments (SCAG) , State of California and the City of Buena Park; provide needed technical expertise and policy guidance; help deliver federal, state, and regional funding to SRTS and AT efforts at the local jurisdiction level.

Strategies

- Continue to support safety and utilization assessments by providing needed safety, roadway, equity, demographic data/GIS layers, and data-driven analyses needed to identify best strategies to improve pedestrian and bicyclist safety and accessibility.
- Continue to provide County-wide vehicle speed, volumes, bike/ped counts, and expand the effort as needed to support SRTS Plan evaluations across the county.
- Under the OC Active umbrella, continue to provide County-level SRTS/AT Calls for Projects (providing grant funding opportunities primarily for infrastructure including complete streets, e-bike safety gaps, bike trails, etc.).
- Continue to provide support letters for City-sponsored SRTS or AT grant applications.
- Continue to conduct county-level SRTS and Active Transportation community engagement activities, such as Walk to School Day.
- Include City of Buena Park in OCTA's "Next STEP" initiative to implement the Orange County SRTS.
- Continue to promote E-bike safety training.

City of Buena Park Public Works

Role

Unify strategies, planning documents, roadway classifications, investment priorities, and communications at the City level, which crosses four school districts that are included within the SRTS Plan; lead most funding pursuits needed to implement SRTS Plan recommendations; provide roadway engineering and traffic expertise and response to issues near school campuses; provide liaison between the Buena Park Police Department and school districts and individual schools for spot and ongoing enforcement strategies.

Strategies

(Depending on Available Resources)

The strategies identified below were discussed by affected City staff (i.e., those who would be tasked with implementing and funding the strategies), and they include activities generally supported by the City, with the caveat that in most cases, additional funding would need to be provided. The implementation of the SRTS will necessarily proceed in proportion to available resources, whether from normal budgeting processes or discretionary or formula grant programs, or a combination of resources.

- Linchpin Strategy: Establish an AT Coordinator role within the City, to provide school-focused and community-wide support for AT and SRTS programming. Seek grant funding and/or provide dedicated City resources for an ongoing AT Coordinator to relieve school districts and schools of some of the time burden of implementing needed SRTS programs.

The AT Coordinator would lead implementation of activities including:

- Provide content for the City's AT/SRTS webpage, including event calendars, links to district- or school-specific content, fun tips, and summaries of benefits of a healthy and active lifestyle.
- Assist schools with annual school tallies and parent surveys; compile and report results on the SRTS Plan webpage.
- Develop and supply electronic and paper collateral material to support safety education, engagement, and encouragement programs.
- Lead City-wide fun runs, cycling events.
- Organize and lead school-identified encouragement and engagement activities (e.g., pedestrian safety training, bike rodeos, bike repair clinics, help initiate bike trains and walking school buses, help coordinate BPPD safety presentations).
- Staffing AT/SRTS tables at city-wide events (scheduled events such as Silverado Days, and pop-ups).
- Assist the City in continuing to promote E-bike safety training.

- Host ongoing monitoring of public interests, concerns, and ideas via the PublicCoordinate map.
- Establish a Bicycle and Pedestrian Action Committee (BPAC) (precise form to be determined) to provide a venue for public input and information sharing, and to support SRTS implementation, active transportation policy or plan development or updates, as well as support funding pursuits for infrastructure and non-infrastructure strategies. This committee, or subcommittee could report out as part of a regular agenda item on the Traffic and Transportation Commission (TTC) agenda.
- Ensure the integration of SRTS Plan elements into relevant related plans and updates (e.g., Complete Streets, Local Road Safety Plan, Active Transportation Plan).
- Help districts and schools with site-specific access and circulation plans.
- Provide liaison between the Buena Park Police Department (BPPD) and the school districts for purposes of enforcement activities.
- Work with districts and schools to address enforcement needs (spot enforcement), signage, consultation on safe drop-off/pick-up access plans.
- Establish and implement a robust enforcement strategy focused on speeding and aggressive driving near the 13 SRTS Plan school campuses.
- Ensure that prioritized schools in the SRTS Plan receive appropriate investment in all six "Es." City will commit to track, evaluate, and report out progress toward SRTS Plan implementation for infrastructure (engineering) and enforcement strategies, and move schools and/or projects up and down the prioritization list as investments proceed or circumstances change. (e.g., adjust priorities when the repaving near Beatty Middle School is complete in 2027-2028.)
- By resolution, include a school zone in planning documents for Buena Park planning documents.

Buena Park Police Department (BPPD)

Role

Promote safe and orderly movement of traffic throughout the City by promoting driver safety through traffic education, engineering, enforcement, and investigations. Unify and customize SRTS enforcement strategies across the City of Buena Park, which crosses four school districts that are included within the SRTS Plan; provide crash data and reporting to the City and/or schools as needed to evaluate safety trends; provide safety education as part of school and community events and/or enforcement stops; provide liaison between Buena Park Public Works and school districts and individual schools and School Resource Officers for spot and ongoing enforcement strategies as appropriate.

Strategies

(Depending on Available Resources)

- Continue to promote community-wide behavior change with respect to risky travel behaviors; conduct school safety programs to help educate school-age children about the dangers that vehicles can present, through the Traffic Unit's Special Programs.
- Support the City and the school districts implement a range of specific enforcement and educational strategies that may be recommended in the final SRTS Plan, and/or are identified in the OCTA SRTS Action Plan (e.g., zero-tolerance policies for speeding in school zones; support community-supported enforcement and education such as Corner Captains and Safe Havens to make walking safe and free from bullying or harassment).
- On a twice per year basis, make safety and enforcement-related presentations to a proposed Bicycle and Pedestrian Action Committee (BPAC) (proposed to become a standing item on the City's Traffic and Transportation Commission agenda) to provide venue for public input and information sharing, and to support policy or plan development or updates, as well as funding pursuits for infrastructure and non-infrastructure strategies.
- Continue to use traffic stops as an opportunity to educate motorists, pedestrians, and bicyclists alike to share the road responsibly. Distribute relevant SRTS encouragement and education materials (supplied by the City's ATC) as appropriate to the situation.
- Continue to record and report crash data to support SRTS and AT-related safety trends to allow effective evaluation and modification of the SRTS Plan and its various investment priorities.

School Districts

Role

Setting the tone for SRTS participation and engagement; establishing or strengthening communications to support SRTS activities; emphasizing importance of annual Student Tallies, Parent Surveys, and program evaluation; coordinating with City and local neighborhoods re: access and circulation issues; supporting crossing guards; developing or distributing SRTS-related educational materials and resources; making it easy for teachers to engage, making it fun for students to walk or roll to school.

Schools

Role

Coordinate with District and/or AT Coordinator to facilitate education, encouragement, evaluation, and enforcement strategies at the school level; encourage students to increase healthy active lifestyle choices, including walking or rolling to school; identifying campus-area issues, gaps, and opportunities to increasing walking and rolling activity; engaging with parents to volunteer for SRTS activities and reducing risky motorist behavior; identifying safe circulation and access needs.

Individualized School Profiles

In January 2026, a day-long workshop was held with City Public Works staff to review, refine, and approve inclusion of specific recommendations at each school. These recommendations are included in the individual school profiles.

It is noted that in September 2025, Anaheim Union School District confirmed that Hope Special Education School would be relocated outside of the City of Buena Park and the current school site will be replaced with a recreational facility. Since this site will no longer operate as a school campus, a school profile has not been created for this school.

For the rest of the 13 Project Schools, each school profile included in the SRTS Plan lists both infrastructure (physical projects) and non-infrastructure programs (the other non-engineering "Es") targeted to the specific needs of the school and preferences expressed by district and school staff, and nearby communities. The programmatic recommendations included in the school profiles align with public input received via the PublicCoordinate Survey, which was available on the City's website from January through December 2025, with the majority of the responses received in September 2025 during Back-to-School night. Of the respondents answering a question about what would encourage students to use active transportation modes to get to school, the highest-ranking categories were incentive programs and fun contests, and education about how to walk/bike safely.

View Individualized School Profiles

- **Buena Park School District**
  - Arthur F. Corey Elementary
  - Charles G. Emery Elementary
  - Carl E. Gilbert Elementary
  - Mabel L. Pendleton Elementary
  - James A. Whitaker Elementary
  - Buena Park Middle
  - Gordon H. Beatty Middle
- **Centralia Elementary School District**
  - Buena Terra Elementary
  - Raymond Temple Elementary
  - Dysinger Elementary
  - San Marino Elementary
- **Fullerton Joint Union High School District**
  - Buena Park High
- **Savanna Elementary School District**
  - Holder Elementary

6 SCHOOL PRIORITIZATION

The City recognizes that more investment is needed than can be provided by existing resources. In such a constrained financial environment, prioritizing where the recommended programs and projects will be implemented over the next five to ten years will help direct those investments and ensure the fairness and effectiveness of the projects and strategies to be deployed.

This section explains the approach to prioritizing schools, and details how a range of factors were identified, scored, and weighted. The Plan's prioritization framework reflects ongoing, as well as emerging, safe multimodal access and circulation needs based on changes in existing conditions near 13 schools within four school districts: Buena Park, Centralia Elementary, Savanna Elementary, and Fullerton Joint Union High School Districts.

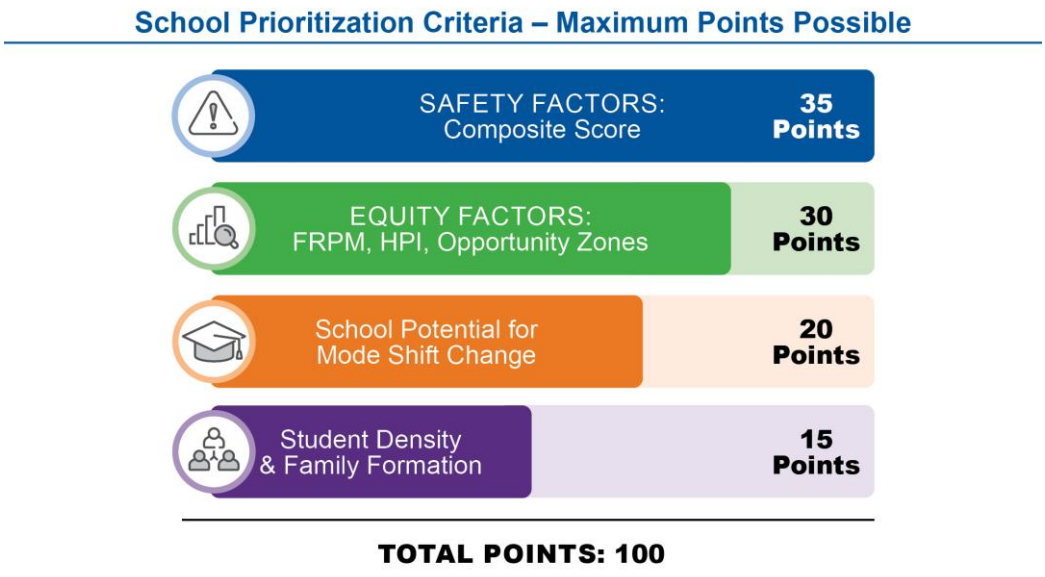
Prioritization Factors

On November 18, 2025, the Project Team first presented the proposed framework to members of the SRTS Advisory Committee, with follow-up discussions for those not present. Post discussion, the analytic framework, specific metrics, and weighting of the metrics were discussed and approved by the Advisory Committee with results presented in detail and discussed at two subsequent meetings.

An important reason for establishing the Advisory Committee was to elicit their advice on potential project and programmatic recommendations that align with their goals. Thus, in alignment with the SRTS Plan's Outreach and Engagement Plan, the City and the Consultant Team dedicated several meetings of the SRTS Plan Advisory Committee to discussion of potential programs and operational strategies intended to support the engineering recommendations for the SRTS Plan, and to encourage more students to walk and roll to school.

The Advisory Committee reviewed the weighting, shown in Figure 25, and reviewed the different metrics comprising each of the four major prioritization categories: Safety, Equity, Mode Shift Potential, and Student Density/Family Formation. The group approved the methodology as presented.

Figure 25. Prioritization Factors and Weighting



Safety

Table 9 provides an overview of the definition and weighting of the three safety factors used to prioritize the Project Schools relative to their need for safety investments.

Table 9. Safety Factors Considered for School Prioritization

School Prioritization Criteria	Maximum Points Possible	Factor Weighting
1. Safety Factors: Composite Score	**35**	**100%**
1A. Pedestrian- and Bicycle Rider-Involved Crash History *(Source: TIMS Crash Maps - all injury severity levels)*	20	57%
1B. Pedestrian/Bicycle Fatalities within 1/2 miles of a school. *(Same data as 1A, but only fatal/severe injury crashes)*	10	29%
1C. School is within 1/4 mile of a major, primary, secondary arterial and/or collector *(Source: General Plan - Mobility Element, Figure M-1)*	5	14%

Equity Factors

Table 10 provides an overview of the definition and weighting of the three equity factors used to prioritize the Project Schools relative to the socioeconomic and public health-based needs for infrastructure investments, especially in communities that have experienced previous under-investment.

Table 10. Equity Factors Considered for School Prioritization

School Prioritization Criteria	Maximum Points Possible	Factor Weighting
2. Equity Factors: FRPM, HPI, Opportunity Zones	**30**	**100%**
2A. Free or Reduced Price Meals (% FRPM Eligibility) *(State metric tied to income)*	20	67%
2B. Opportunity Zones (Enrollment area in an OZ) *(Federal metric tied to socioeconomic and built environment conditions)*	5	17%
2C. HPI (California Healthy Places Index 3.0 score) *(State metric incorporating health, income, transportation, and more)*	5	17%

School Potential for Mode Shift

Another crucial factor in prioritizing investments in SRTS strategies is the potential to achieve positive outcomes in terms of more students walking and rolling to school. **Table 11** illustrates the combination of six factors that make up the total 20 points that can be allocated for this category.

Table 11. Potential for Mode Shift Factors Considered for School Prioritization

School Prioritization Criteria	Maximum Points Possible	Factor Weighting
3. School Potential for Mode Shift	**20**	**100%**
3A. Share of Students Already Walking	4	20%
3B. Share of Students Already BICYCLING or ROLLING to School	3	15%
3C. Share of Students Already TAKING THE SCHOOL BUS OR PUBLIC TRANSIT to school.	3	15%
3D. Supporting Infrastructure *(School is accessible from Class I, II or IV bikeway)*	5	25%
3E. Bonus Points for Quantitative Data (Student Tallies)	2	10%
3F. Local (school/parent/community) support for "OTHER Es"	3	15%

Student Density & Family Formation

As shown in **Table 12**, this metric includes student density, which prioritizes schools with relatively higher student density (population under 18 years) living within ½ mile (walking/bicycling distance), which tell us how large our "universe" of potential student walkers, bicyclists, rollers, skaters, and scooters is now. That will help identify appropriate programs that will benefit current students and their families. It also includes Family Formation, a prioritization factor that favors schools with higher birth and/or marriage rates than the national average, potentially leading to higher school enrollment. It is determined by the census tract data for each school's enrollment area and is based on US Census data on average marriage rates and birth rates at the tract level. The metric is currently used at the federal level for grant programs that may serve as funding sources for the SRTS Plan.

Table 12. School Area Density & Family Formation Factors Considered for School Prioritization

School Prioritization Criteria	Maximum Points Possible	Factor Weighting
4. Student Density & Family Formation within 1/2 Mile of School	**15**	**100%**
4A. Student Density (Population Under 18) within 1/2 mile of School (Current Potential Users) *- Prioritize schools with relatively higher student density living within walking/bicycling distance*	10	67%
4B. Family Formation (Future Potential Users) *- Prioritize schools that have higher birth and/or marriage rates than national average*	5	33%

Results of School Prioritization

This section presents a series of tables that summarize the assessment, rating, and ranking methodology applied to the Project Schools included in the City of Buena Park's SRTS Plan. The tables provide rankings based on various evaluation factors: district-level scores (**Table 13**), safety factors (**Table 14**), equity factors (**Table 15**), combined safety and equity factors prioritized in many California grant programs (**Table 16**), potential for mode shifts (**Table 17**), and student density/family formation rates near schools (**Table 18**). Additionally, **Table 19** summarizes all factors by school, offering a comprehensive overview of each school's evaluation results.

It should also be noted that there may be reasons to prioritize schools by grade (elementary, middle, or high school) and/or by geography (e.g., along a major arterial or on the High-Injury Network). Prioritizing by grade level could be focused on the unique needs, skills, abilities, and risky behaviors exhibited by children in distinct stages of development. This could be particularly important for directing programmatic investments in lifelong safety skills, safety awareness, and love of healthy and safe physical activity. A geographic overlay that might affect multiple schools on major roadways aligns with state and federal programs for complete streets and a systems approach to safety engineering.

Table 13. SRTS Project Schools Ranking within Districts in the City

School	Total Points	Ranking by Total Points
Buena Park School District		
Carl E. Gilbert Elementary	61.0	1
James A. Whitaker Elementary	56.5	2
Mabel L. Pendleton Elementary	53.5	3
Gordon H. Beatty Middle School	51.5	4
Buena Park Middle School	42.5	5
Charles G. Emery Elementary	27.0	6
Arthur F. Corey Elementary	23.5	7
Centralia Elementary School District		
Dysinger Elementary	56.5	1
San Marino Elementary	52.5	2
Buena Terra Elementary	39.0	3
Raymond Temple Elementary	32.0	4
Fullerton Joint Union High School District		
Buena Park High School	85.0	1
Savanna Elementary School District		
Holder Elementary	62.0	1

Table 14. SRTS Project Schools Ranked by Safety Factors

School District	School	Safety Score *(35 Points Max.)*	Ranking by Total Points
Fullerton Joint Union High School District	**Buena Park High**	35.0	1
Centralia Elementary School District	**Dysinger Elementary**	35.0	1
Buena Park School District	**Mabel L. Pendleton Elementary**	25.0	2
Buena Park School District	**Gordon H. Beatty Middle**	25.0	2
Centralia Elementary School District	**San Marino Elementary**	25.0	2
Savanna Elementary School District	**Holder Elementary**	23.0	3
Buena Park School District	**Carl E. Gilbert Elementary**	20.0	4
Centralia Elementary School District	**Buena Terra Elementary**	20.0	4
Buena Park School District	**James A. Whitaker Elementary**	15.0	5
Buena Park School District	**Buena Park Middle**	10.0	6
Buena Park School District	**Arthur F. Corey Elementary**	8.0	7
Centralia Elementary School District	**Raymond Temple Elementary**	8.0	7
Buena Park School District	**Charles G. Emery Elementary**	5.0	8

Table 15. SRTS Project Schools Ranked by Equity Factors

School District	School	Equity Score *(30 Points Max.)*	Ranking by Total Points
Buena Park School District	**James A. Whitaker Elementary**	26.0	1
Buena Park School District	**Carl E. Gilbert Elementary**	25.0	2
Fullerton Joint Union High School District	**Buena Park High**	25.0	2
Buena Park School District	**Buena Park Middle**	22.0	3
Buena Park School District	**Mabel L. Pendleton Elementary**	18.0	4
Savanna Elementary School District	**Holder Elementary**	18.0	4
Buena Park School District	**Charles G. Emery Elementary**	6.0	5
Centralia Elementary School District	**Raymond Temple Elementary**	6.0	5
Buena Park School District	**Gordon H. Beatty Middle**	5.0	6
Centralia Elementary School District	**Dysinger Elementary**	3.0	7
Centralia Elementary School District	**San Marino Elementary**	3.0	7
Buena Park School District	**Arthur F. Corey Elementary**	2.0	8
Centralia Elementary School District	**Buena Terra Elementary**	2.0	8

Table 16. SRTS Project Schools Ranked by Combined Safety and Equity Factors

School District	School	Combined Safety & Equity Scores *(65 Points Max.)*	Ranking by Total Points
Fullerton Joint Union High School District	**Buena Park High**	60.0	1
Buena Park School District	**Carl E. Gilbert Elementary**	45.0	2
Buena Park School District	**Mabel L. Pendleton Elementary**	43.0	3
Buena Park School District	**James A. Whitaker Elementary**	41.0	4
Savanna Elementary School District	**Holder Elementary**	41.0	4
Centralia Elementary School District	**Dysinger Elementary**	38.0	5
Buena Park School District	**Buena Park Middle**	32.0	6
Buena Park School District	**Gordon H. Beatty Middle**	30.0	7
Centralia Elementary School District	**San Marino Elementary**	28.0	8
Centralia Elementary School District	**Buena Terra Elementary**	22.0	9
Centralia Elementary School District	**Raymond Temple Elementary**	14.0	10
Buena Park School District	**Charles G. Emery Elementary**	11.0	11
Buena Park School District	**Arthur F. Corey Elementary**	10.0	12

Table 17. SRTS Project Schools Ranked by School Potential for Mode Shift

School District	School	Mode Shift Score *(20 Points Max.)*	Ranking by Total Points
Centralia Elementary School District	**Dysinger Elementary**	16.0	1
Fullerton Joint Union High School District	**Buena Park High**	15.0	2
Centralia Elementary School District	**San Marino Elementary**	14.0	3
Centralia Elementary School District	**Raymond Temple Elementary**	12.0	4
Buena Park School District	**Carl E. Gilbert Elementary**	11.0	5
Centralia Elementary School District	**Buena Terra Elementary**	11.0	5
Buena Park School District	**James A. Whitaker Elementary**	10.0	6
Savanna Elementary School District	**Holder Elementary**	10.0	6
Buena Park School District	**Charles G. Emery Elementary**	10.0	6
Buena Park School District	**Arthur F. Corey Elementary**	10.0	6
Buena Park School District	**Gordon H. Beatty Middle**	9.0	7
Buena Park School District	**Mabel L. Pendleton Elementary**	8.0	8
Buena Park School District	**Buena Park Middle**	8.0	8

Table 18. SRTS Project Schools Ranked by Student Density and Family Formation

School District	School	Student Density & Family Formation Scores *(15 Points Max.)*	Ranking by Total Points
Buena Park School District	**Gordon H. Beatty Middle**	12.5	1
Savanna Elementary School District	**Holder Elementary**	11.0	2
Centralia Elementary School District	**San Marino Elementary**	10.5	3
Fullerton Joint Union High School District	**Buena Park High**	10.0	4
Centralia Elementary School District	**Buena Terra Elementary**	6.0	5
Centralia Elementary School District	**Raymond Temple Elementary**	6.0	5
Buena Park School District	**Charles G. Emery Elementary**	6.0	5
Buena Park School District	**James A. Whitaker Elementary**	5.5	6
Buena Park School District	**Carl E. Gilbert Elementary**	5.0	7
Buena Park School District	**Arthur F. Corey Elementary**	3.5	8
Buena Park School District	**Mabel L. Pendleton Elementary**	2.5	9
Centralia Elementary School District	**Dysinger Elementary**	2.5	9
Buena Park School District	**Buena Park Middle**	2.5	9

Table 19. SRTS Project Schools Overall Prioritization Summary

School District		Buena Park School District							Centralia Elementary School District				Fullerton Joint Union High School District	Savanna Elementary School District
School		**Arthur F. Corey Elementary**	**Charles G. Emery Elementary**	**Carl E. Gilbert Elementary**	**Mabel L. Pendleton Elementary**	**James A. Whitaker Elementary**	**Buena Park Middle**	**Gordon H. Beatty Middle**	**Buena Terra Elementary**	**Dysinger Elementary**	**Raymond Temple Elementary**	**San Marino Elementary**	**Buena Park High**	**Holder Elementary**
School ID (SRTS Plan)		1	2	3	4	5	6	7	8	9	10	11	12	13
School Grade Level		Elementary (P-5)	Elementary (P-5)	Elementary (P-5)	Elementary (P-5)	Elementary (P-5)	Middle (6-8)	Middle (6-8)	Elementary (K-6)	Elementary (K-6)	Elementary (P-6)	Elementary (K-6)	High (9-12)	Elementary (K-6)
School Enrollment 2024-25 School Year		341	646	490	365	559	663	641	627	468	431	465	1682	445
School Prioritization Criteria	**Maximum Points**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**	**SCORE**
1. Safety Factors *(Pedestrian/Bicycle Safety Crash Data, Proximity to Major Roadways)*	35	8.0	5.0	20.0	25.0	15.0	10.0	25.0	20.0	35.0	8.0	25.0	35.0	23.0
2. Equity Factors *(FRPM, Opportunity Zones, Healthy Places Index)*	30	2.0	6.0	25.0	18.0	26.0	22.0	5.0	2.0	3.0	6.0	3.0	25.0	18.0
3. School Potential for Mode Shift *(Share of Students Already Walking/Biking/Taking School Bus or Transit, Accessibility to Class I, II, IV Bikeways, Student Tally, Local Support)*	20	10.0	10.0	11.0	8.0	10.0	8.0	9.0	11.0	16.0	12.0	14.0	15.0	10.0
4. Student Density & Family Formation within 1/2 Mile of School *(Population under 18, Birth/Marriage Rates)*	15	3.5	6.0	5.0	2.5	5.5	2.5	12.5	6.0	2.5	6.0	10.5	10.0	11.0
Total Points	**100**	**23.5**	**27.0**	**61.0**	**53.5**	**56.5**	**42.5**	**51.5**	**39.0**	**56.5**	**32.0**	**52.5**	**85.0**	**62.0**

7 NEXT STEPS: TURNING PLANS INTO ACTION

With Buena Park's Safe Routes to School (SRTS) Master Plan in place, the focus now shifts toward transforming visionary goals into tangible improvements. Implementing both infrastructure and programmatic recommendations will require strategic action, teamwork, and a long-term outlook. This section outlines actionable next steps that set the course for a safer and more accessible environment for walking and biking across the City of Buena Park.

To begin, securing funding to implement priority recommendations will be critical. While California's flagship Active Transportation Program (ATP) remains an essential resource for this effort, Caltrans has also outlined additional funding opportunities available at:
https://app.smartsheet.com/b/publish?EQBCT=88d20be6534647809a10ff998b979d07

Exploring these sources will help advance high-priority projects. Additionally, identifying resources to support a City-wide Active Transportation Coordinator will play a key role in leading implementation, engaging the community, and fostering sustainable walking and biking programs city-wide.

The recommended implementation timeline, summarized in **Table 20**, provides a practical framework for these efforts with short and long-term targets designed to align infrastructure and non-infrastructure improvements. Near-term efforts will focus on recruiting the Active Transportation Coordinator, submitting project proposals for grants, and establishing foundational programs, while the years ahead will prioritize eliminating barriers and expanding connectivity for safer active transportation options.

Table 20. Recommended Implementation Timeline

Implementation Target	Non-Infrastructure	Infrastructure
Near Term: 2026-2028	• City: Seek funding to hire Citywide Active Transportation Coordinator • School Districts/Schools: Conduct annual student tallies and parent surveys and begin to implement non-infrastructure programs consistent with resources available.	• City: Submit project proposal for high-priority recommendations to Caltrans Active Transportation Program (ATP) Cycle 8 • City/Schools: Develop site-specific traffic circulation plan that will be communication to parents at the start of every school year
First Five Years: (2026-2031)	• School Districts/Schools: Conduct annual student tallies and parent surveys • School Districts/Schools: Fully implement non-infrastructure programs, consistent with resources available.	• City: Based on School Prioritization and Project Recommendations, prepare projects for implementation, using City resources and/or local, regional, state, and federal formula and discretionary grant programs. • City: Based on grant program parameters, focus on High-Injury Network, local hot spots, and/or safe systems deployment of safety countermeasures, address critical sidewalk or bikeway gaps, as included in School Profiles.
Second Five Years (2031-2036)	• City: Update the SRTS Plan	

Together, these steps will ensure the City of Buena Park is set up for lasting improvements to student safety and equitable mobility for residents of all ages—turning thoughtful planning into meaningful progress!



BUENA PARK
SAFE ROUTES TO SCHOOL

View SRTS
Master Plan Introduction

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street, Buena Park, CA 90620 | Buena Park School District

March 2026

Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street,
Buena Park, CA 90620

March 2026

View SRTS Master Plan Introduction

Kimley»Horn

REDMAN CONSULTING

BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview

Corey Elementary bursts with creativity and learning, for students in Preschool through 5th grade reach their full academic, social, and emotional potential.

What's Unique About Us

Corey is Buena Park School District's flagship **Visual and Performing Arts** (VAPA) elementary school. Corey's VAPA programming includes its trademark Disney Musicals in Schools musical performance each year, as well as VAPA-inspired college and career readiness that explores the visual and performing arts across all grade levels. Other signature programs include CGI Mathematics, Readers' and Writers' Workshop, the Special Education Full-Inclusion Program, and more. As a Disney Musicals in Schools Grant recipient, the school receives show kits to put on a musical every year. In addition, the musical team receives training in directing and choreography each summer at Segerstrom Center for the Arts. All students are welcome, and they get together twice a week after school to act, sing, and dance. At the end of the school year, the students and their teachers put on a shortened but full-scale musical production, complete with lights, sound, costumes, and sets. Students may be on stage as actors or behind the scenes as tech crew.

- **SPIRIT Tickets** are a form of currency at Corey. They are used to acknowledge exceptional behavior and to call out demonstrations of the school-wide and classroom expectations.
- **Paws of Praise** are school-wide positive notes that are used to acknowledge students who have shown extra effort demonstrating Corey SPIRIT. Paws of Praise are given to students who achieve something extraordinary.

How are Corey Elementary students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** A small number of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School Bus:** 9% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 90% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **341** student enrollment
- **73.9%** of students are eligible for free or reduced-price meals (FRPM)



Source: https://corey.bpsd.us/about-corey

Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street,
Buena Park, CA 90620

March 2026

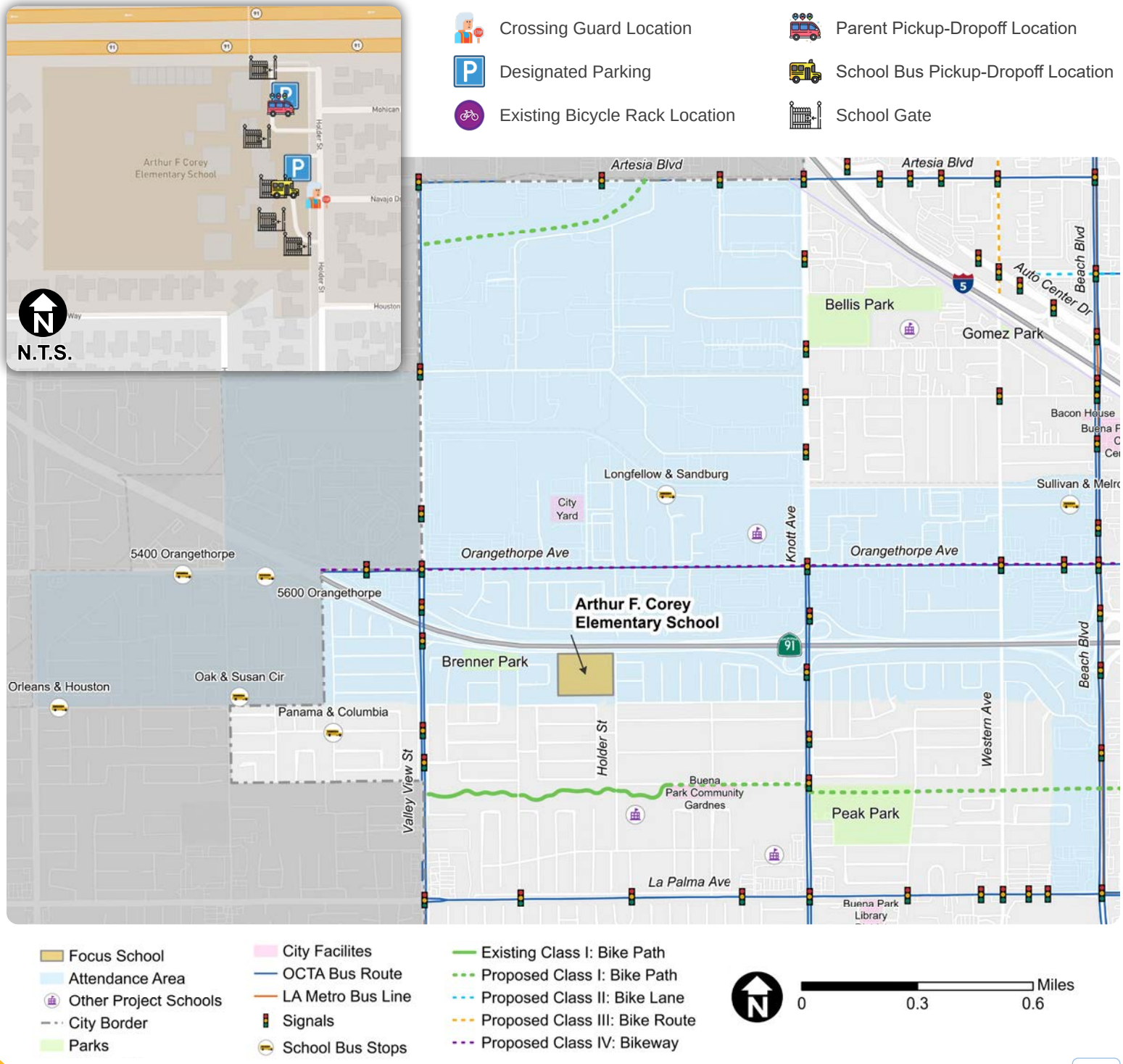
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BUENA PARK SAFE ROUTES TO SCHOOL

SCHOOL ENROLLMENT AREA



Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street,
Buena Park, CA 90620

March 2026

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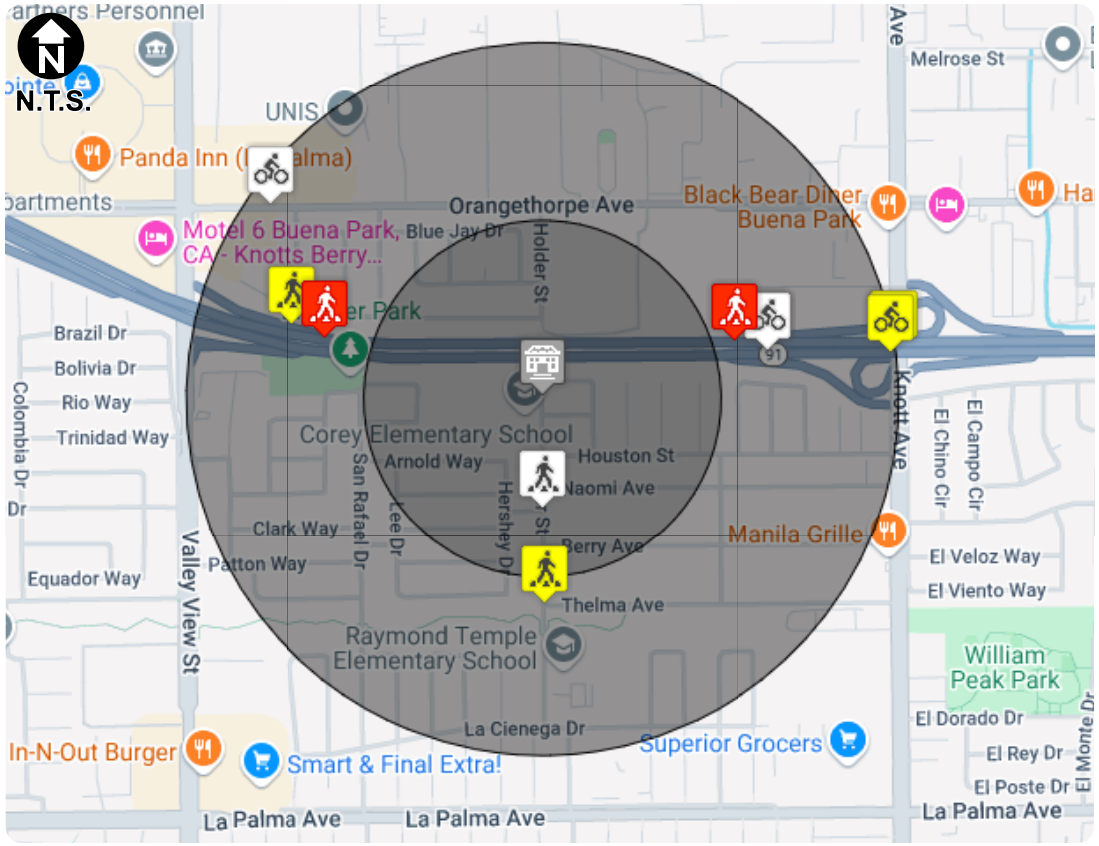
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- School staff and the crossing guard report speeding along Holder Street.
- Sidewalk is narrow (4' wide). Parkway is 7', which can be reduced to widen the sidewalk.
- There is only an east-west crosswalk at Navajo Drive, causing parents and students to jaywalk at Houston Street.
- There are no marked bicycle facilities.
- The City recently planted some trees in front of the school. There is a tradeoff between desired additional landscaping near the pick-up parking lot and potential sight-distance issues that might be created.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	0	0	1	1	0	**1**
1/4 – 1/2 mi.	2	0	4	3	5	4	**9**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street,
Buena Park, CA 90620

March 2026

View SRTS Master Plan Introduction

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The Arthur F. Corey Elementary School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

7351 Holder Street,
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March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., “Walking Wednesdays”, “Fit Fridays”)
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
  - Monthly incentives – perhaps Spirit Tickets or Paws of Praise!
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 13

Buena Park School District

ARTHUR F. COREY ELEMENTARY SCHOOL

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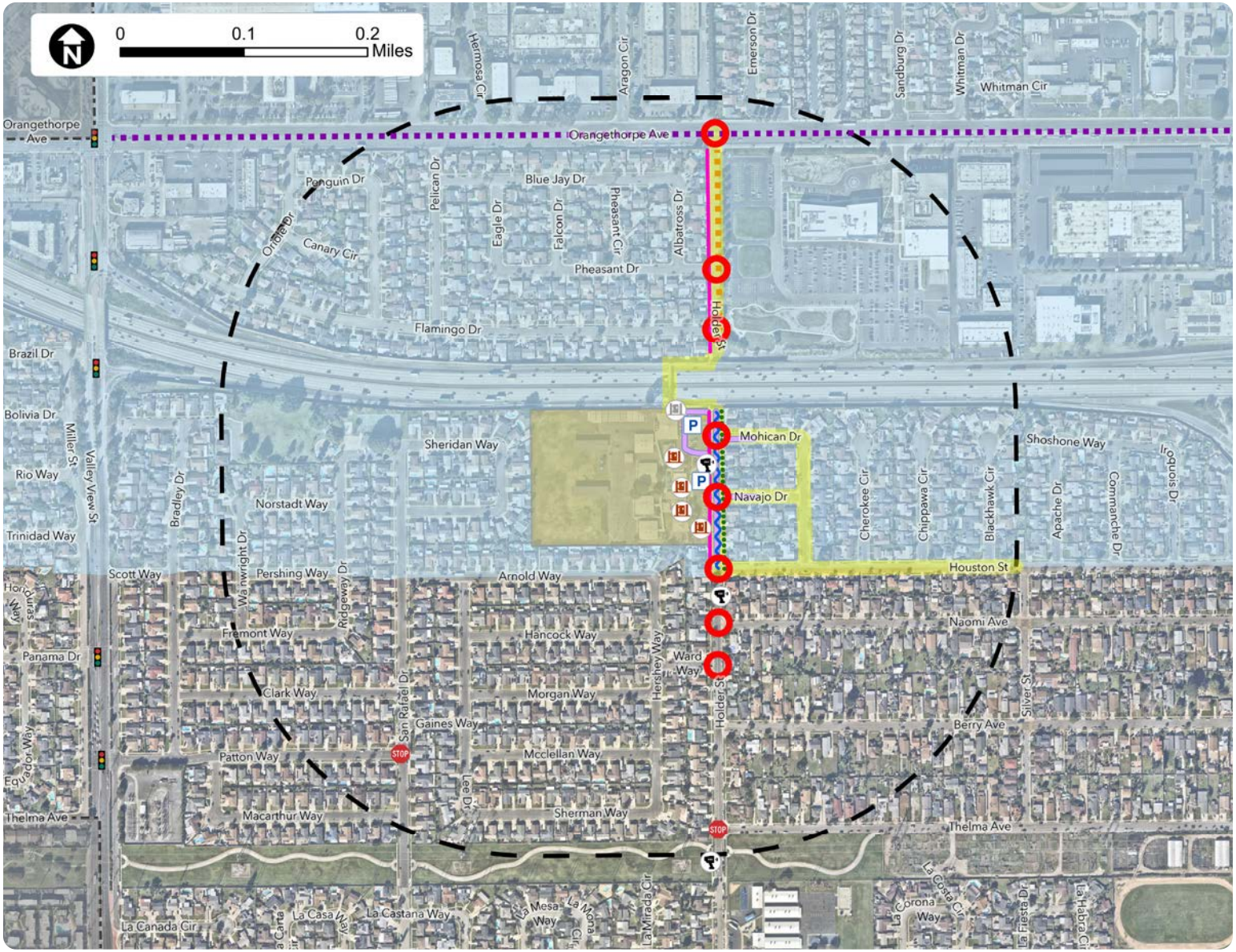
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- Speed Feedback Sign
- School Parking
- All-Way Stop
- City of Buena Park

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Traffic Calming
- Shade Trees / Landscaping
- Intersection Improvements
- Class III Bike Route
- Class IV Bikeway

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Mohican Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Navajo Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Houston Street



Preliminary Cost Estimates: $57,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Naomi Avenue | Holder Street and Ward Way



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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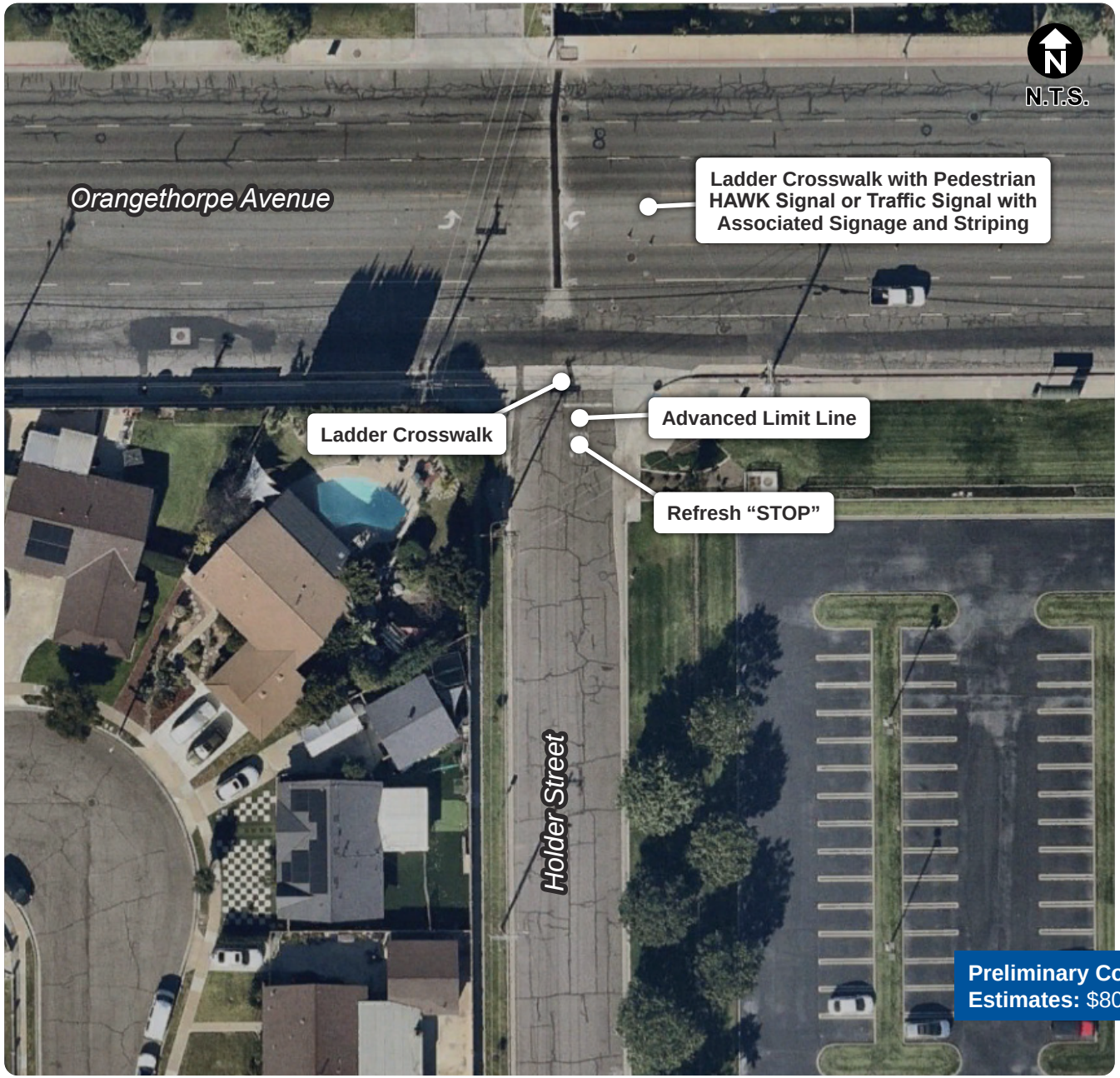
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Holder Street and Orangethorpe Avenue



Note: These intersection improvements are also applicable to Buena Park Middle School. Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Pheasant Drive | Holder Street and Flamingo Drive



Preliminary Cost Estimates: $6,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

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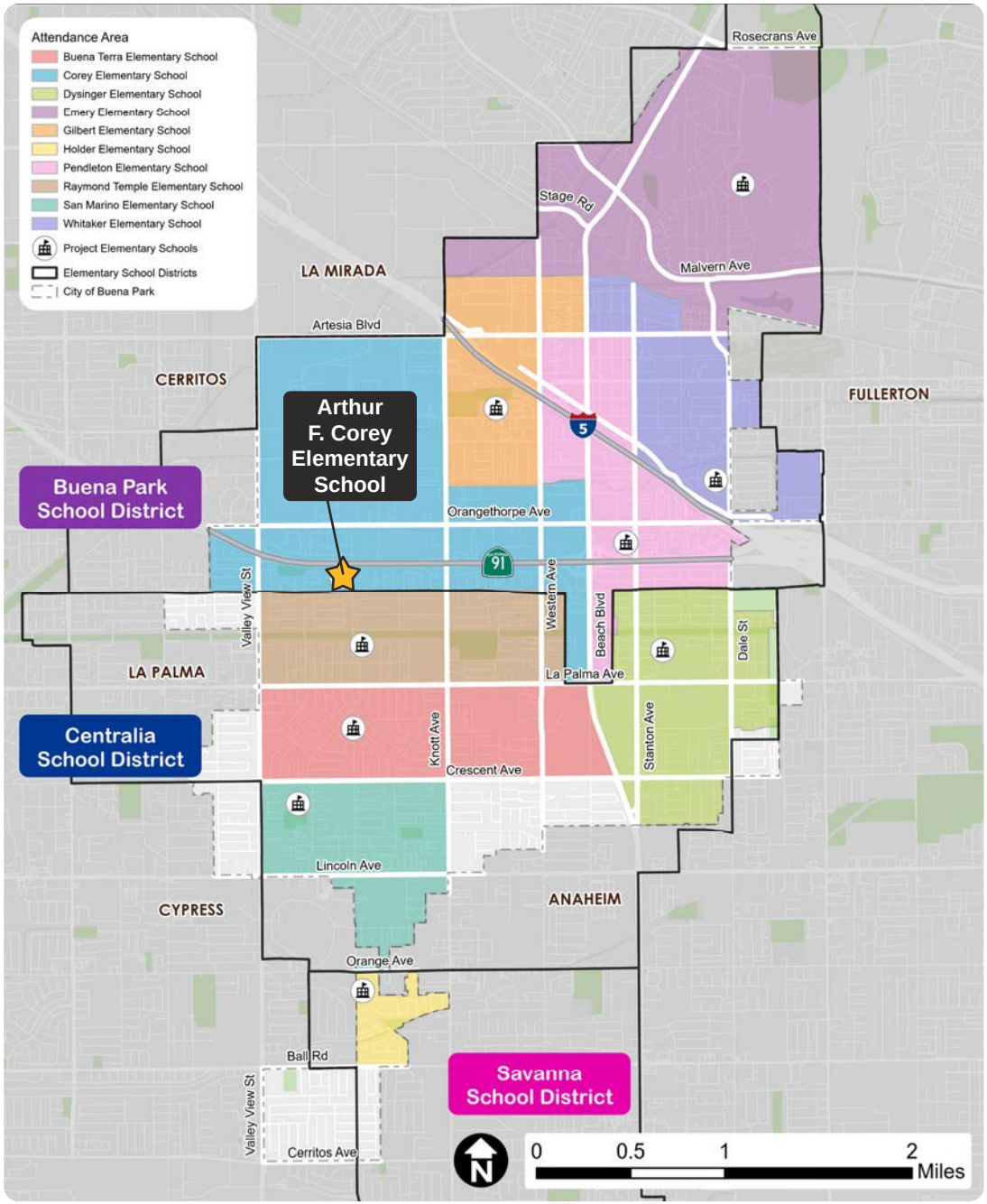
Contact Information

Ready to join the Safe Routes adventure or have questions? Reach out to Norm Wray at the City of Buena Park Public Works Department:

Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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CHARLES G. EMERY ELEMENTARY SCHOOL

8600 Somerset Street, Buena Park, CA 90621 | Buena Park School District

March 2026

Buena Park School District

CHARLES G. EMERY ELEMENTARY SCHOOL

8600 Somerset Street,
Buena Park, CA 90621

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BUENA PARK SAFE ROUTES TO SCHOOL

School Overview

Emery Elementary inspires all students from Preschool (TK) through 5th grade to be responsible for their learning and become great thinkers, scholars, and citizens.

What's Unique About Us

Shark Tank Innovation Challenge: At Emery Elementary School, students work hard to conquer this engineering task by using specific materials, abiding by challenge guidelines, and following a design process. Fluor issues a point system so that students can measure their engineering success against their peers in their own class, and across the country.

Emery has been chosen to participate in a Post Fellowship Year with the Cotsen Foundation. In the Post Fellowship Year, the school cohort chooses a signature practice to work towards together. Emery has chosen Cognitively Guided Instruction (CGI) as its focus and has been awarded two sustainability grants to fund CGI math professional development opportunities. The Strategic Opportunity Grant provides release time for teachers to visit other schools and observe CGI practice in action. Teachers also have the opportunity to work with a leading math instructor around the implementation of Number Sense Routines. The Alumni Study Grant gives teachers time to plan and structure their math block to meet students' needs. It also provides math manipulatives for each classroom to enhance and deepen students' grasps of essential math concepts.

Special Clubs and Groups

- Speech and debate
- Superintendent's soccer cup
- Chess tournament
- eSports
- Spelling bee
- Dance and art
- Choir
- Stembots (A competitive robotics group)

How are Emery Elementary students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** A small number of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School or Transit Bus:** 8% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 90% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **646** student enrollment
- **55.3%** of students are eligible for free or reduced-price meals (FRPM)



Buena Park School District

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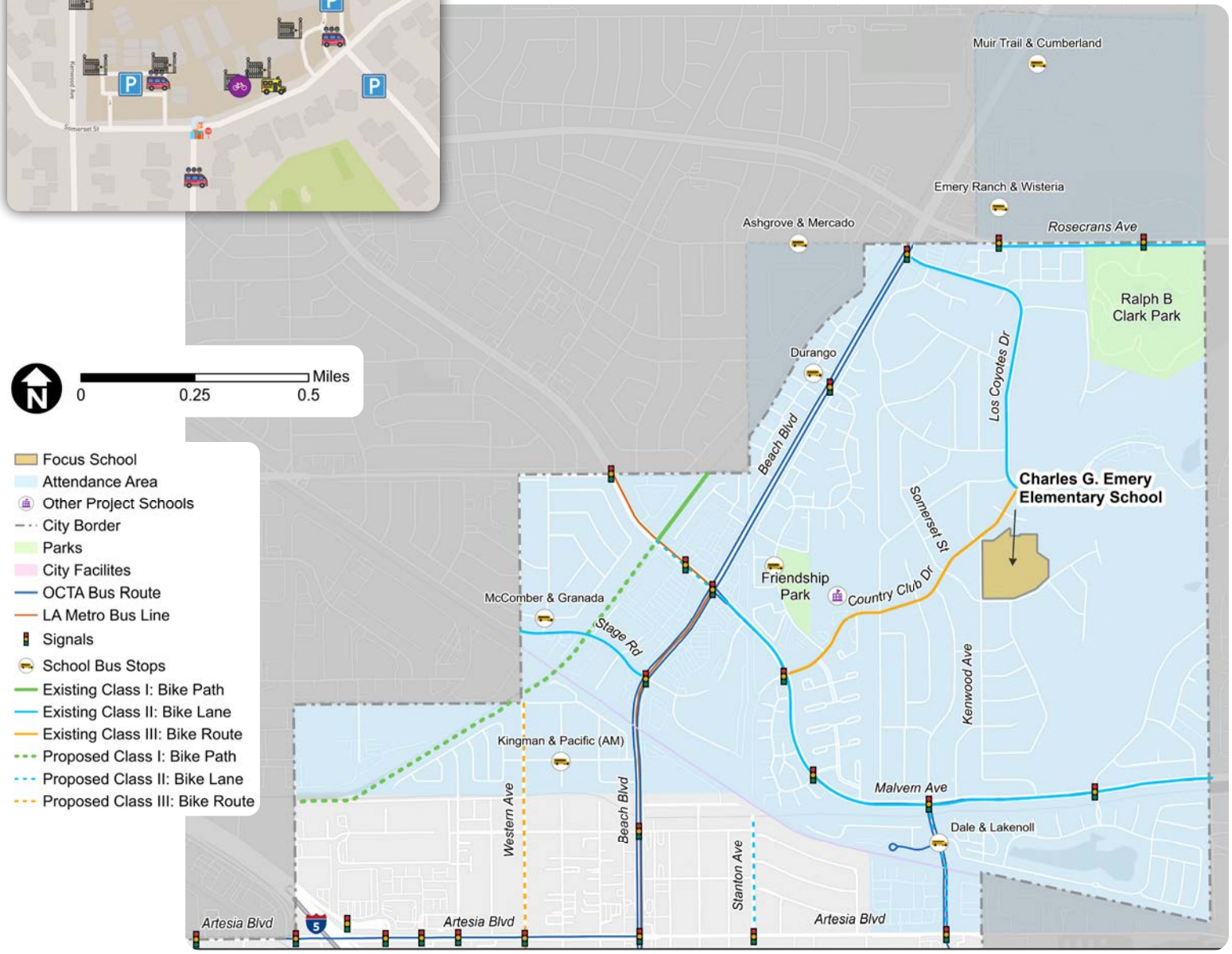
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BUENA PARK SAFE ROUTES TO SCHOOL

School Enrollment Area



- Crossing Guard Location
- Designated Parking
- Existing Bicycle Rack Location
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate



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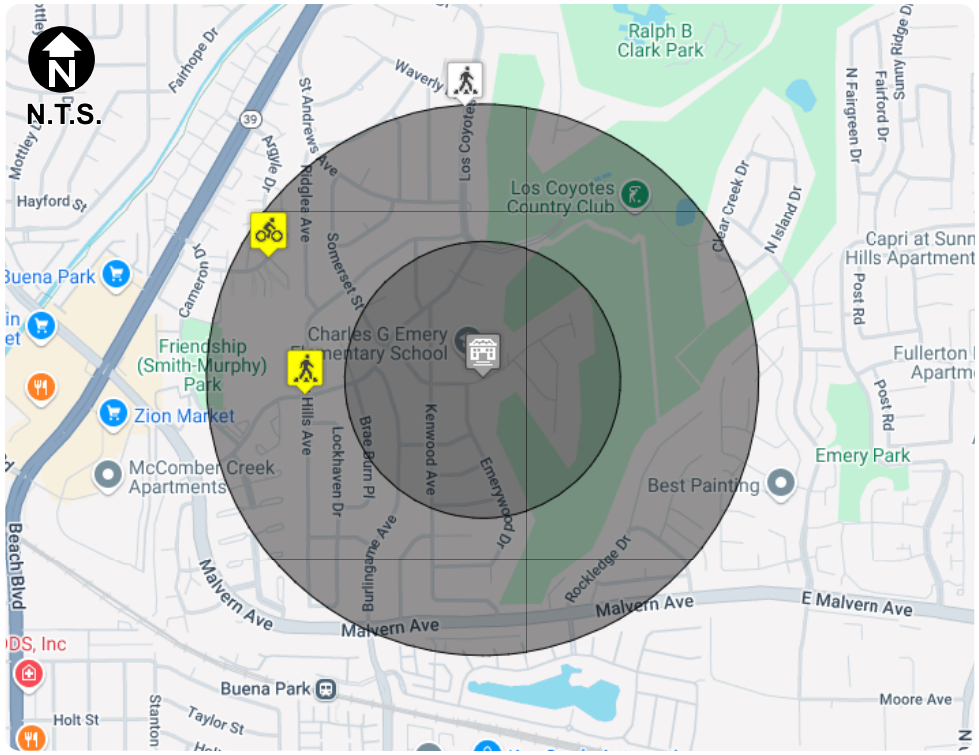
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/Community Input

- There is a sidewalk only in front of the school and along the perimeter on Kenwood Avenue.
- Sidewalk is narrow (4'), making it difficult for two people to walk side by side.
- There is no crosswalk east of Emerywood Drive.
- The crosswalk at Kenwood Avenue is faded and poorly marked.
- There are no curb ramps at Emerywood Drive.
- There are no marked bicycle facilities.
- There are no bus routes in this area.
- Drivers were observed obeying the crossing guard at Emerywood Drive, during the Walk Audit.
- Two parents were seen fighting at the front of the school at the bus drop-off loop.
- Drivers ignore the "no U-turn" signs that the school put up on Somerset.
- There is a lot of traffic adjacent to the school, and it moves slowly.
- There are few streetlights in the area.
- More shade trees would make walking or cycling more comfortable.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	0	0	0	0	0	**0**
1/4 – 1/2 mi.	0	0	2	1	2	1	**3**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

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BUENA PARK
SAFE ROUTES TO SCHOOL

Recommendations

The Charles G. Emery Elementary School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. These ideas represent an initial set of recommended strategies, but the creative minds at Emery Elementary School would put their own special stamp on whatever they choose to adopt. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

CHARLES G. EMERY ELEMENTARY SCHOOL

8600 Somerset Street,
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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School District

- **Gate Access**
  - Allow student access through Kenwood Avenue gate

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Current valet system for student drop-off within school site is very effective; fine-tune off-site signage and striping to facilitate smoother traffic flow
  - Implement one-way circulation for parents using the eastmost school parking lot for drop-off; suggested route - eastbound Somerset Street to Fairview Avenue to Buckhill Avenue to westbound Somerset Street and right-turn into parking lot; prohibit eastbound left-turns from Somerset Street to this parking lot

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 10
  - Partner with homeowners to install sidewalks within City right-of-way along suggested routes to school

Buena Park School District

CHARLES G. EMERY ELEMENTARY SCHOOL

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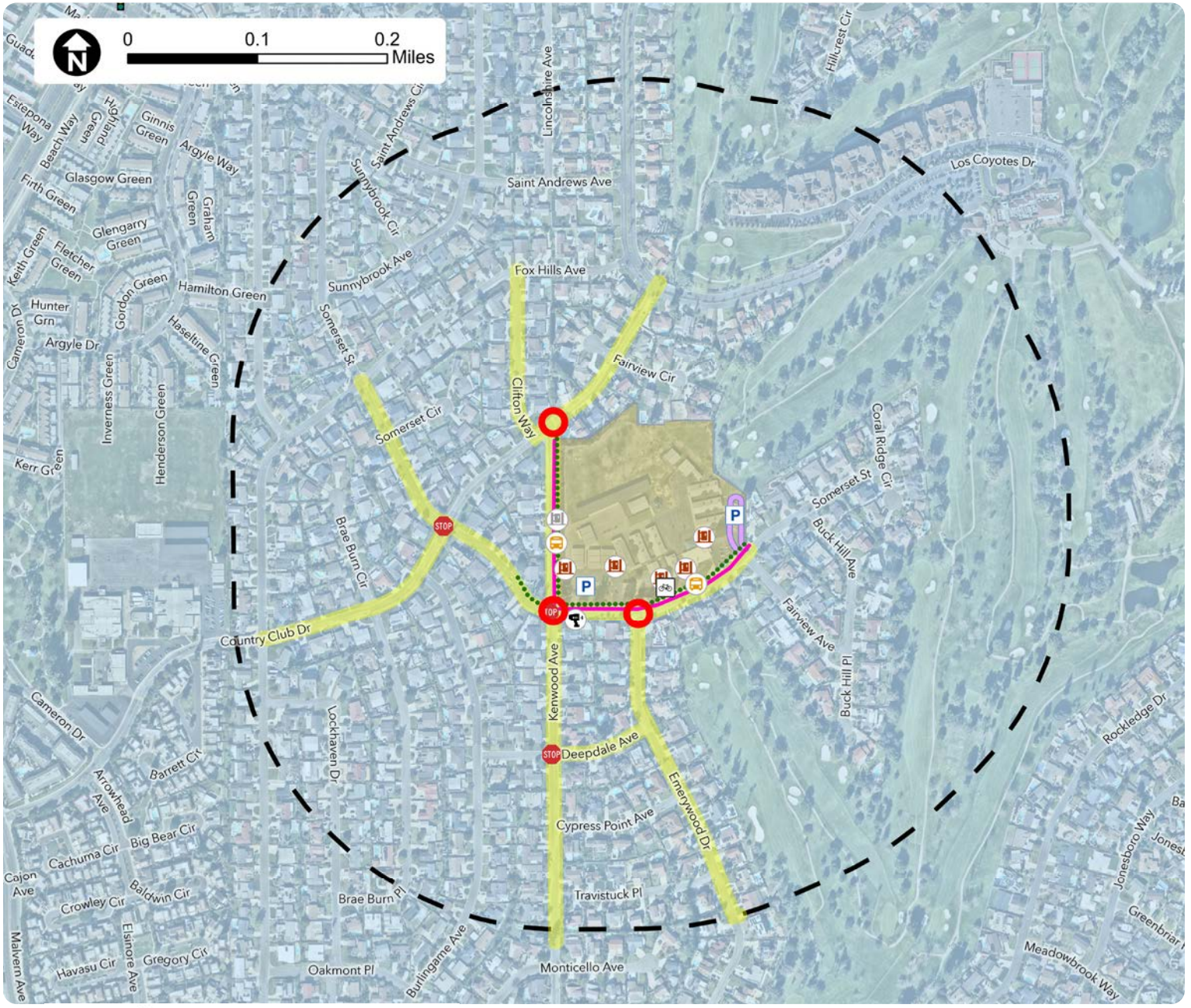
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- Speed Feedback Sign
- School Parking
- Bike Parking
- Bus Loading Zone
- All-Way Stop

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Shade Trees / Landscaping
- Intersection Improvements

Buena Park School District

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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Kenwood Avenue and Somerset Street



Preliminary Cost Estimate: $29,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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Infrastructure Recommendations by Intersection

Emerywood Drive and Somerset Street



Preliminary Cost Estimate: $29,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

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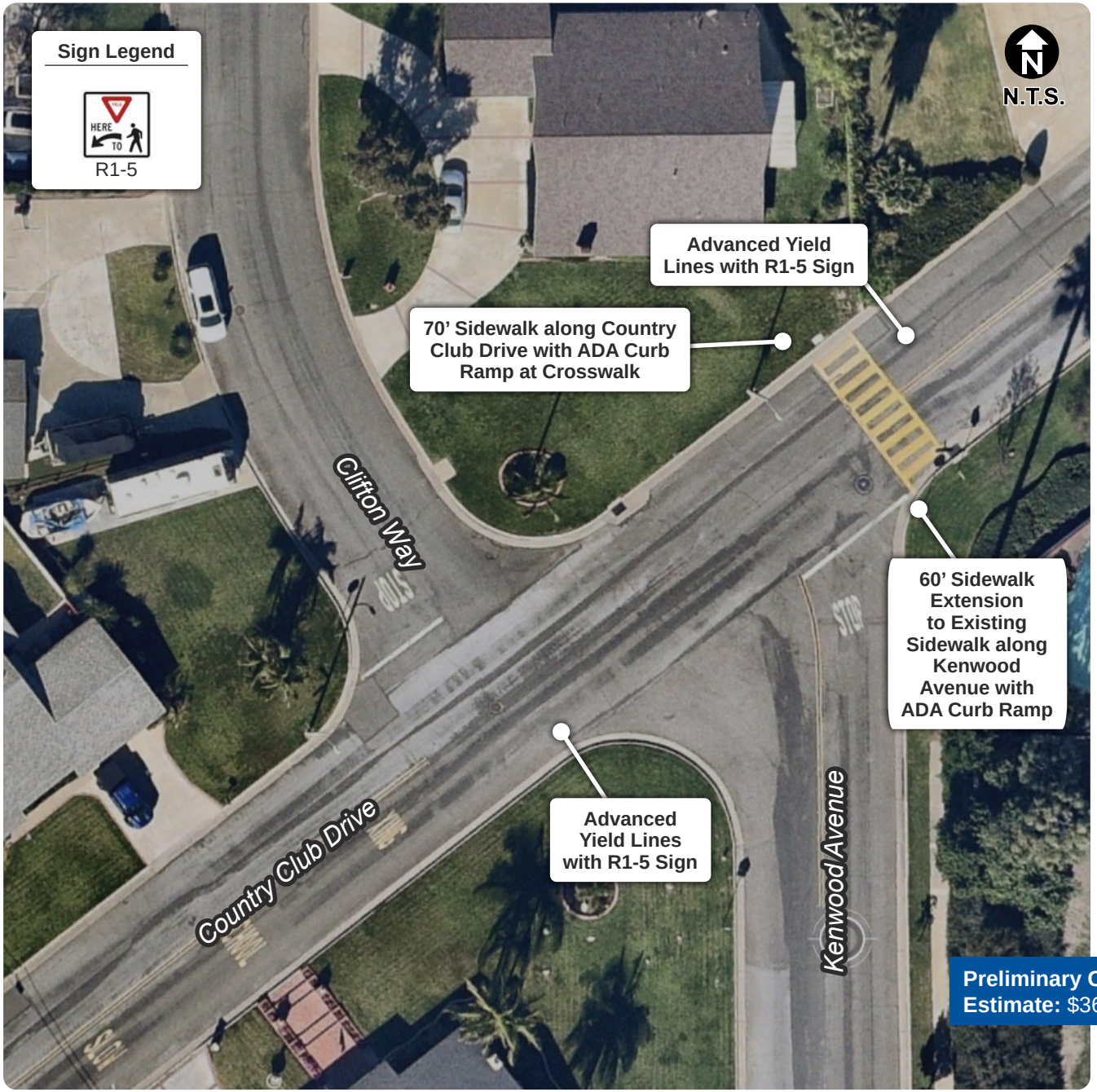
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Kenwood Avenue and Country Club Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

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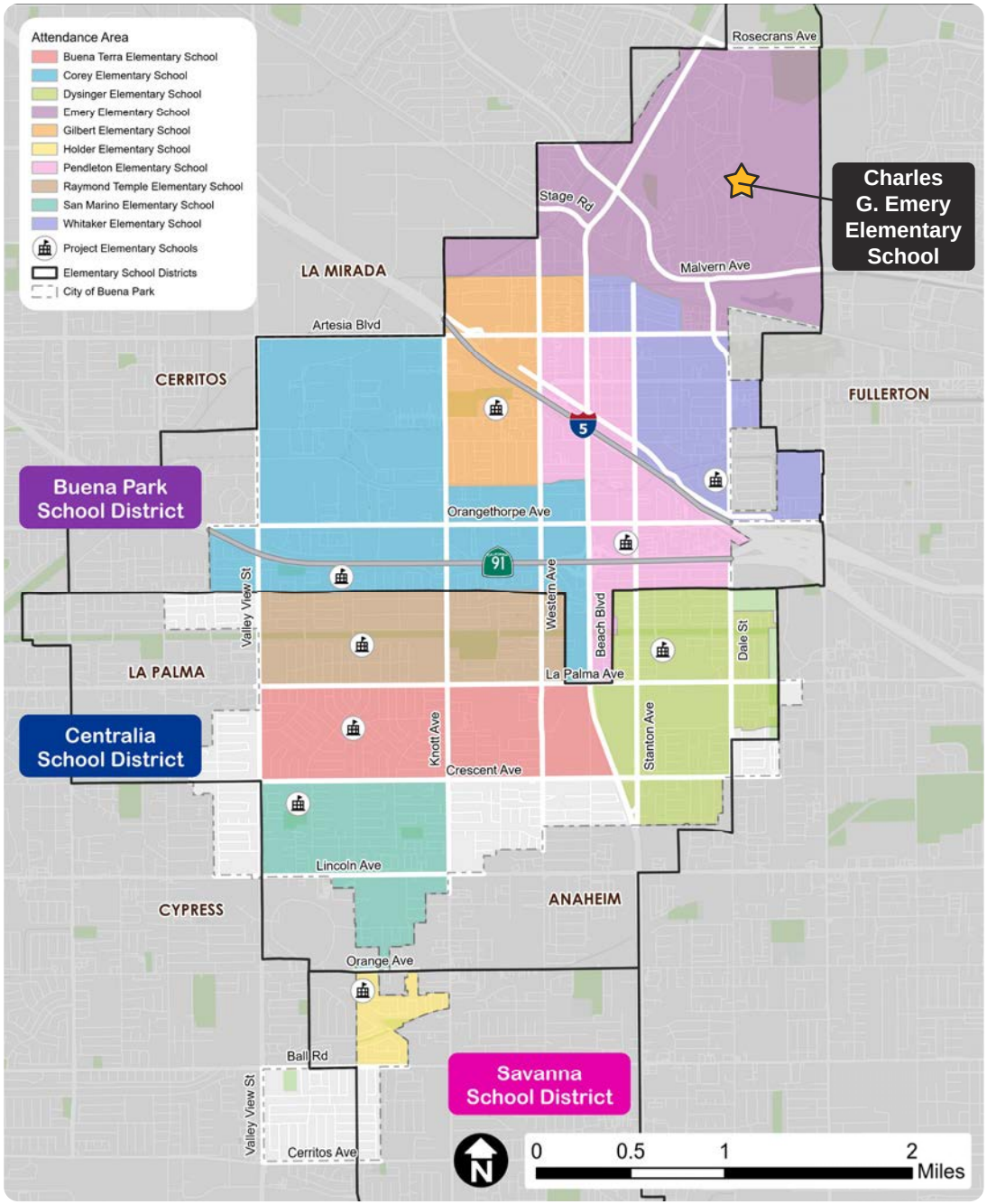
CONTACT INFORMATION

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Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street, Buena Park, CA 90621 | Buena Park School District

March 2026

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
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BUENA PARK
SAFE ROUTES TO SCHOOL

WELCOME TO GILBERT ELEMENTARY SCHOOL: WHERE THE GILBERT GRIZZLIES PLAY!

School Overview

GILBERT GRIZZLIES
HEAR OUR "R.O.A.R"

Gilbert Elementary is a safe community where all students from Preschool (TK) through 5th grade are challenged to achieve their highest potential, while developing strength of character.

What's Unique About Us

Advancement Via Individual Determination (AVID) provides professional learning for educators to close opportunity gaps and prepare all students to succeed in a global society through achievement in school, college, and career.

TWIG Science is an interactive program for elementary students that addresses the Next Generation Science Standards (NGSS) in a multimodal learning environment. The program challenges students to experience different STEM roles as they work to solve problems and make sense of engaging, real-world phenomena through hands-on activities, digital and video investigations, and collaborative projects.

Gilbert offers a **Dual Language Immersion** program in Spanish and Korean. Dual Language Immersion (DLI) develops bilingualism, biliteracy, and biculturalism in English and a partner language. Students learn to think, read, write, and communicate naturally in two languages by learning academic content (e.g. math, science, history) in English and in the partner language.

The District also offers a range of specialty enrichment classes for all students, many of which culminate in a district-wide event or showcase. These include the Spelling Bee, Basketball, Track and Field, Superintendent's Soccer Cup, Dance, Art, Choral Festival, Chess, Speech and Debate, STEM, eSports, and much more.

How are Gilbert Elementary students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

Walking: A significant number, estimated as over 60% of students were observed walking to school, but no student tally was conducted to confirm a percentage.

Biking: No students were observed bicycling.

School or Transit Bus: 17% take a school bus or City transit.

Car Drop-Off/Pick-Up: Approximately 23% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **490** student enrollment
- **93.9%** of students are eligible for free or reduced-price meals (FRPM)



Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

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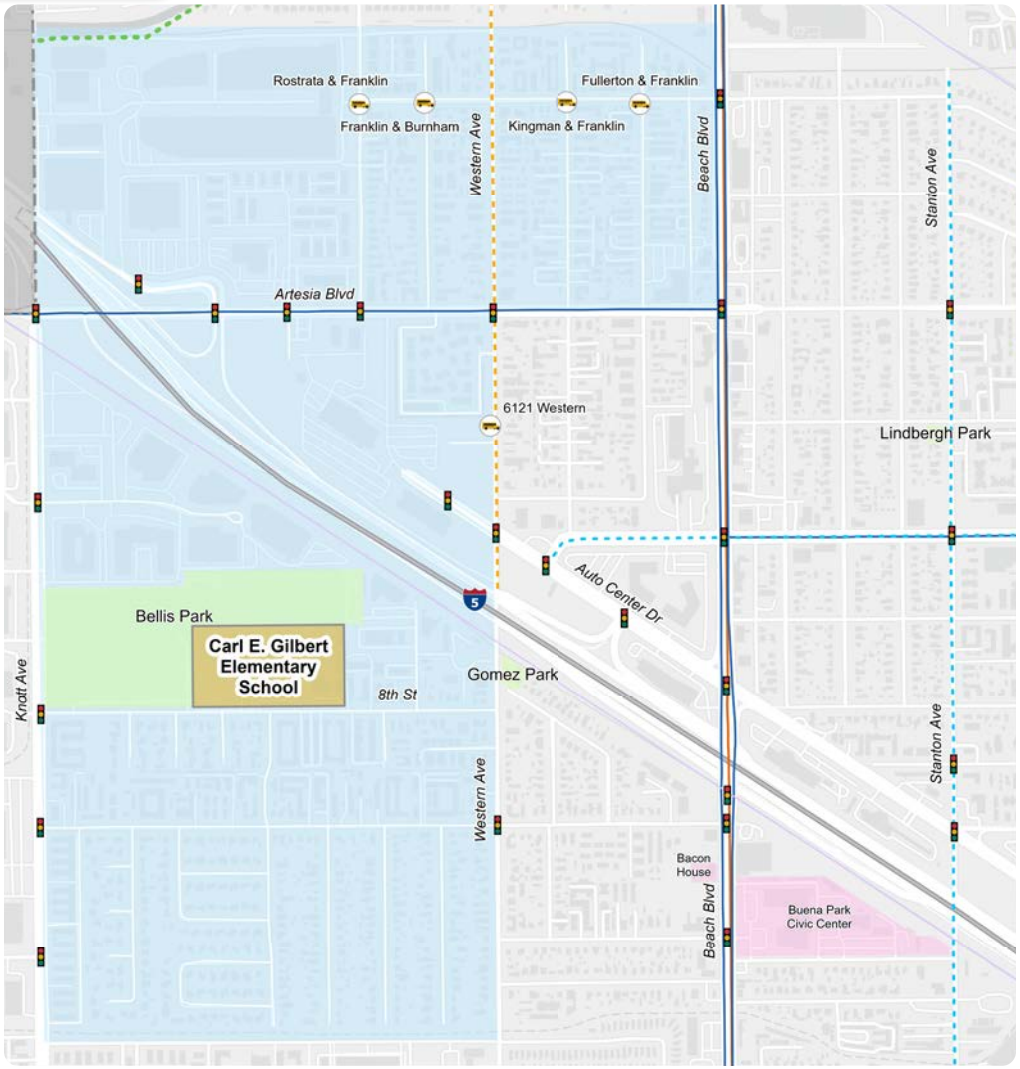
SCHOOL ENROLLMENT AREA



- Crossing Guard Location
- Designated Parking
- Existing Bicycle Rack Location
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate

- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Proposed Class I: Bike Path
- Proposed Class II: Bike Lane
- Proposed Class III: Bike Route

N 0 0.1 0.2 Miles



Buena Park School District

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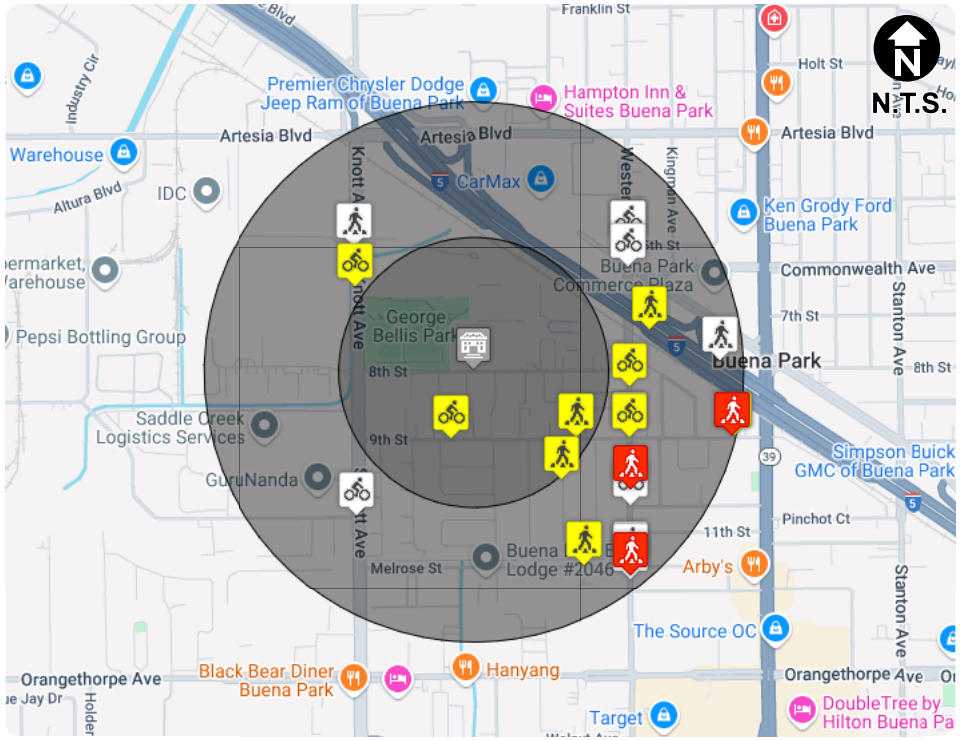
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/Community Input

- Gramercy Street only has a sidewalk on one side.
- Landscape is overgrown and not very attractive.
- On the west side of the school, the sidewalk follows the perimeter of the park, but the parkway must be maintained due to utilities.
- The sidewalk is narrow (4'), making it difficult for two people to walk together side by side.
- In front of the staff parking lot, there is a short segment of sidewalk that has nothing separating it from travel lanes.
- Although there is a crossing guard, there is no flashing beacon or pedestrian-activated signal.
- Multiple curb ramps are not ADA-compliant.
- There are no bicycle lanes; there are no current bicyclists at this school.
- There are no bus routes along 8th Street.
- A few drivers appeared to be driving at higher-than-posted speeds, after the bell.
- There are some new trees on the west side of the school, but there is space for (and need for) more trees and shade.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	0	2	0	1	1	**2**
1/4 – 1/2 mi.	3	0	7	11	11	10	**21**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

RECOMMENDATIONS

The Carl E. Gilbert Elementary School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
Buena Park, CA 90621

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Utilize George Bellis Park parking lot for school drop-off and pick-up

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 10

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
Buena Park, CA 90621

March 2026

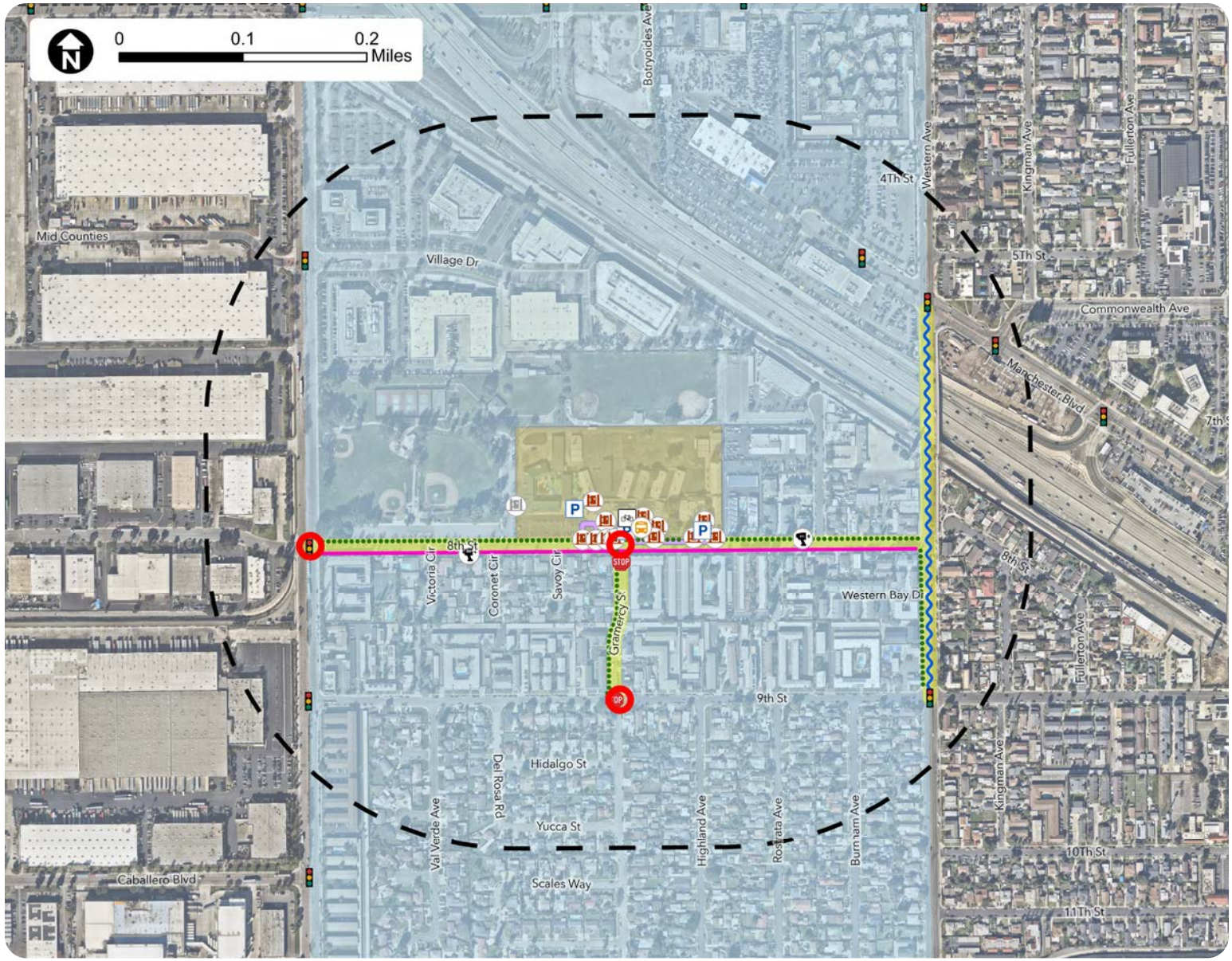
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- Speed Feedback Sign
- School Parking
- Bike Parking
- Bus Loading Zone
- All-Way Stop

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Traffic Calming
- Shade Trees / Landscaping
- Intersection Improvements

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
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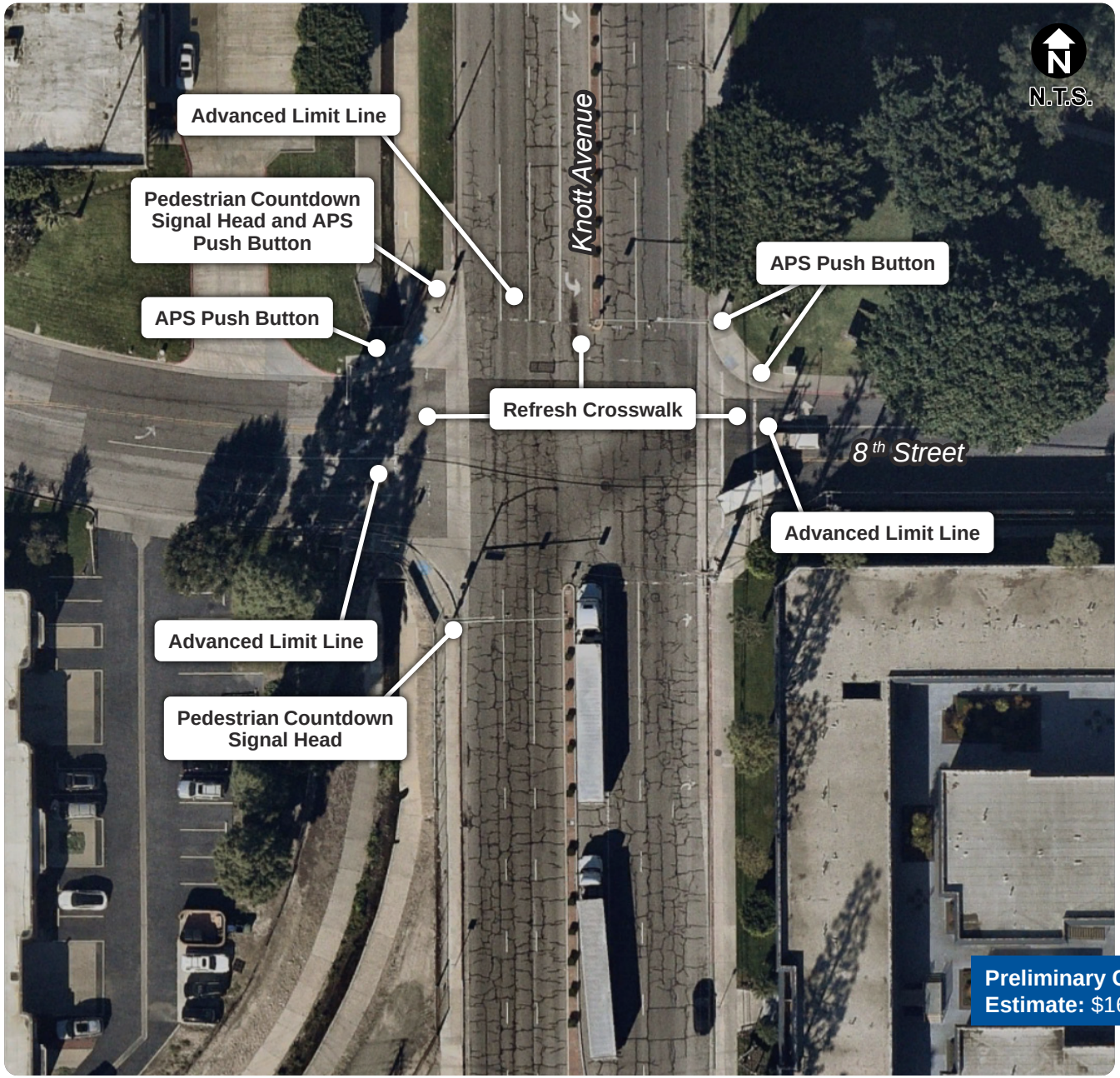
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

8th Street and Knott Avenue



Preliminary Cost Estimate: $16,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. Pavement rehabilitation project along Knott Avenue from Lincoln Avenue to Artesia Boulevard is currently under design and anticipated to be completed in the year 2027.

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
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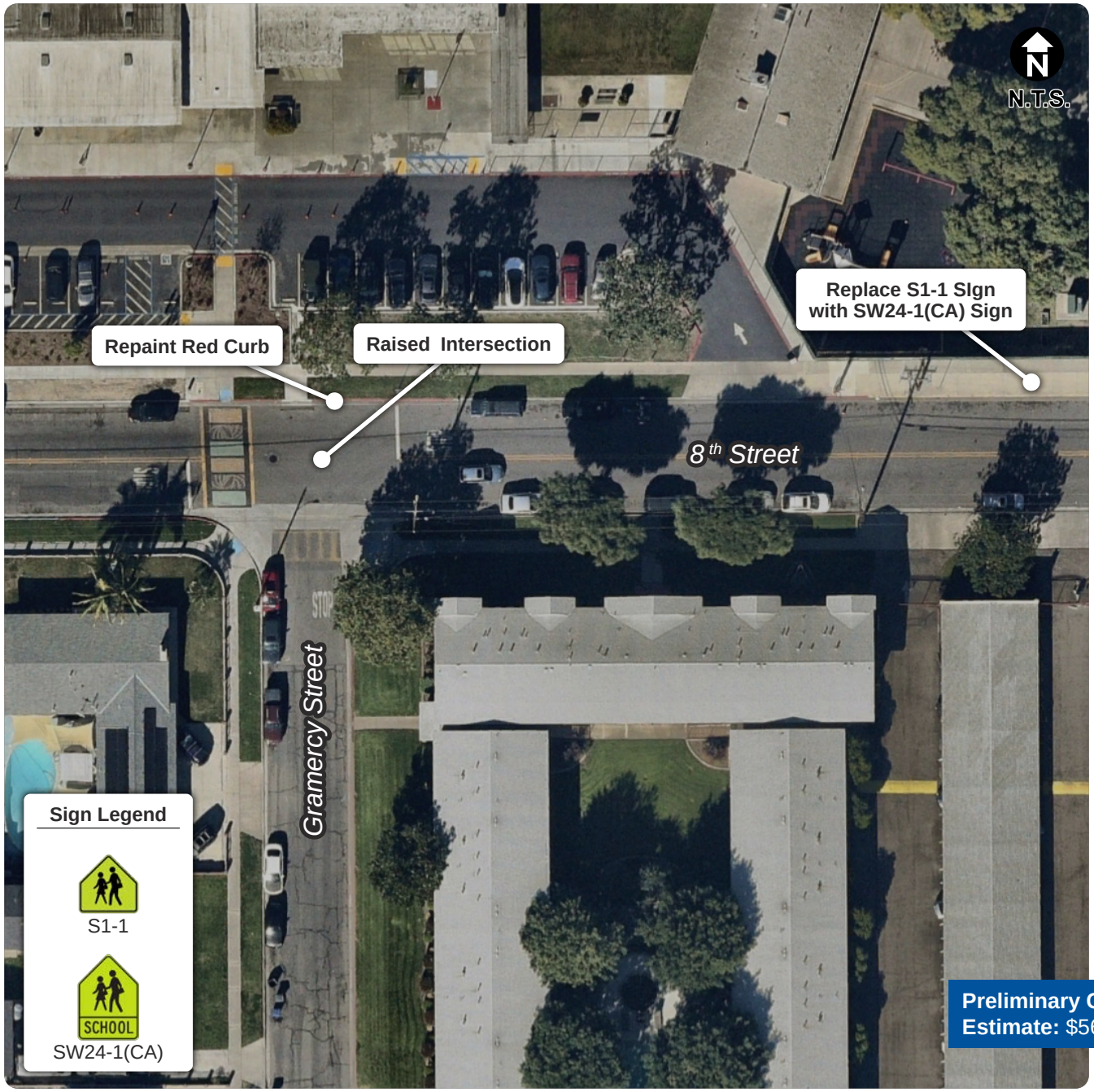
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

8th Street and Gramercy Street



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

7255 8th Street,
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BUENA PARK
SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

9th Street and Gramercy Street



Preliminary Cost Estimate: $50,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

CARL E. GILBERT ELEMENTARY SCHOOL

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SAFE ROUTES TO SCHOOL

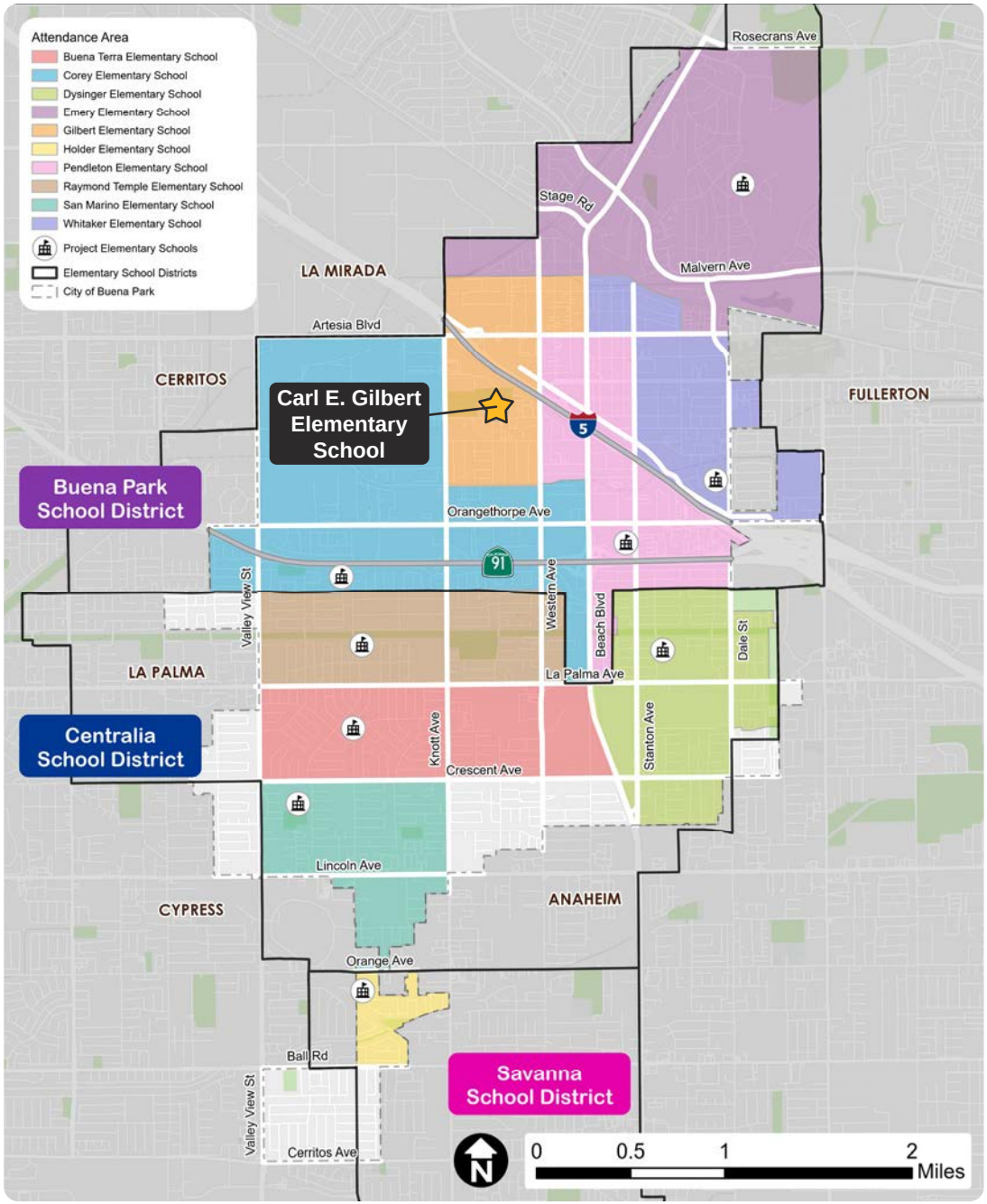
Contact Information

Ready to join the Safe Routes adventure or have questions? Reach out to Norm Wray at the City of Buena Park Public Works Department:

Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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MABEL L. PENDLETON ELEMENTARY SCHOOL

7101 Stanton Avenue, Buena Park, CA 90621 | Buena Park School District

March 2026

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

7101 Stanton Avenue,
Buena Park, CA 90621

March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview

Pendleton Elementary is dedicated to serving all students from Preschool (TK) through 5th grade by developing lifelong learners and productive, compassionate citizens committed to creating global connectedness and intercultural respect that values and celebrates differences.

What's Unique About Us

Pendleton's House System: Students are sorted into six "Houses" that define their community identity and values:

- Altruismo (Givers)
- Amistad (Friendship)
- Isibindi (Courage)
- Nukumori (Kindness)
- Onraka (Unity)
- Sollevare (Uplifting)

Pendleton Elementary School is an International Baccalaureate World School and a Special Olympics Southern California Unified Champion School, located in the southeastern region of the City of Buena Park.

Signature Programs include the International Baccalaureate Primary Years Programme, Special Olympics, CGI Mathematics, Readers' and Writers' Workshop, and SOARS After-School Enrichment.

2024–2025 School Snapshot

- **365** student enrollment
- **87.7%** of students are eligible for free or reduced-price meals (FRPM)



How are Pendleton Elementary students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** Some students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School or Transit Bus:** 10% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 89% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

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BUENA PARK
SAFE ROUTES TO SCHOOL

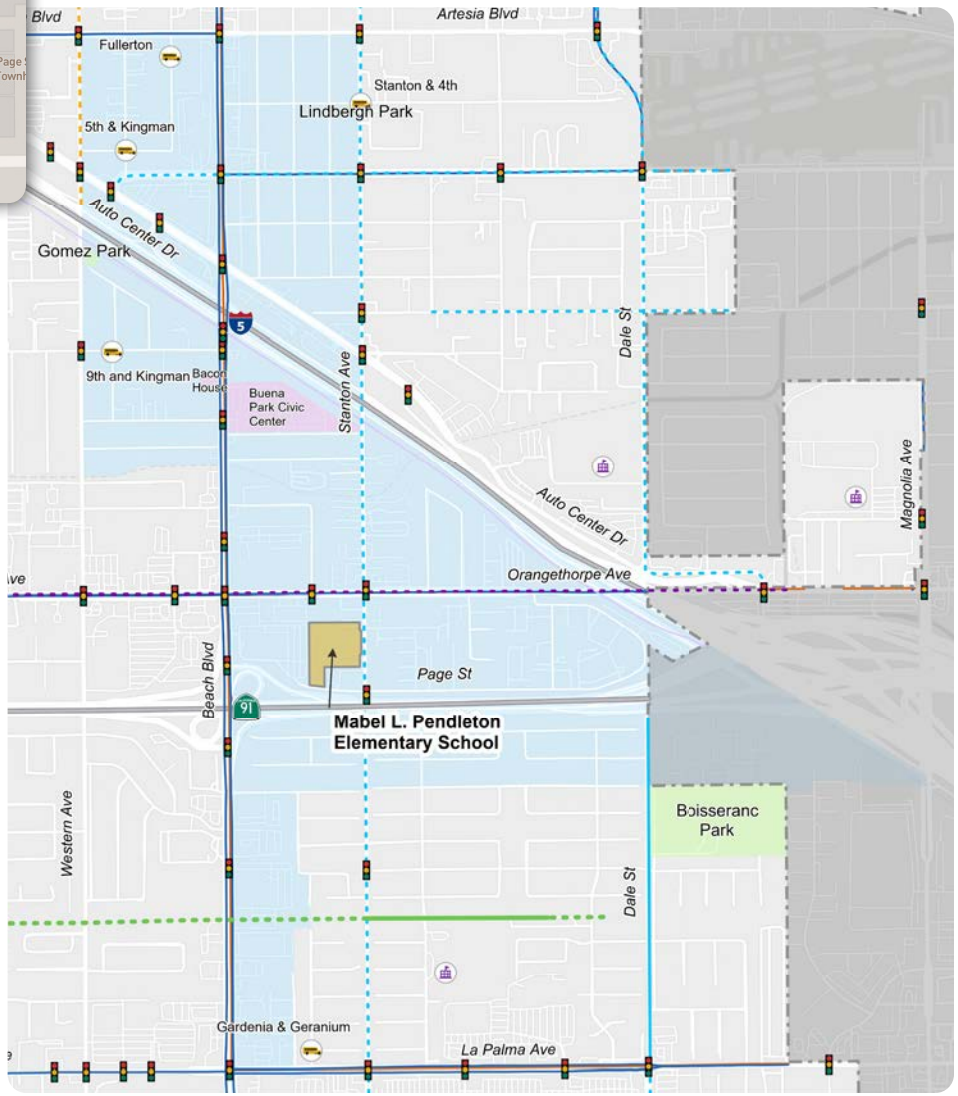
School Enrollment Area



- Crossing Guard Location
- Designated Parking
- Existing Bicycle Rack Location
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate

- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Existing Class I: Bike Path
- Existing Class II: Bike Lane
- Proposed Class I: Bike Path
- Proposed Class II: Bike Lane
- Proposed Class III: Bike Route
- Proposed Class IV: Bikeway

N 0 0.2 0.4 Miles



Buena Park School District

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7101 Stanton Avenue,
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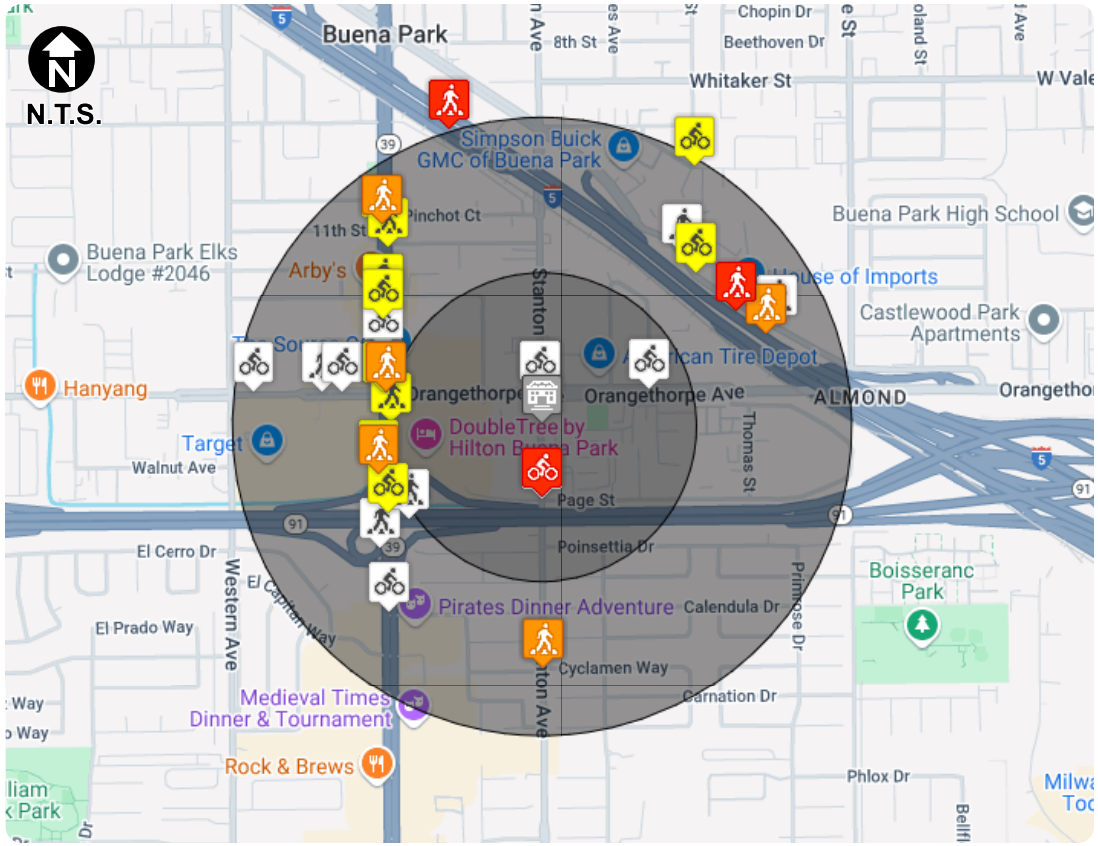
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- Page Street has a concrete sidewalk on only one side of the street (the school side).
- The sidewalk along Stanton Avenue is only 4' wide, making it difficult for parents to walk with multiple kids.
- Page Street, although a lower-volume roadway, lacks any separation from the existing sidewalk and vehicle travel lanes. The sidewalk was not utilized by school walkers who entered the school through Stanton Avenue entrance.
- Pedestrian push buttons at Stanton Avenue & Orangethorpe Avenue are not APS (accessible pedestrian signals).
- There are no shade trees along Page Street or Stanton Avenue.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	1	0	1	5	3	4	**7**
1/4 – 1/2 mi.	2	5	9	12	15	13	**28**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

7101 Stanton Avenue,
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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The Mabel L. Pendleton Elementary School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

7101 Stanton Avenue,
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March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School

- **On-Site Striping**
  - Refresh directional arrows at the school entrance/exits along Stanton Avenue to clearly indicate directional access

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Current valet system for student drop-off within school site is very effective; fine-tune off-site signage and striping to facilitate smoother traffic flow

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 9

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

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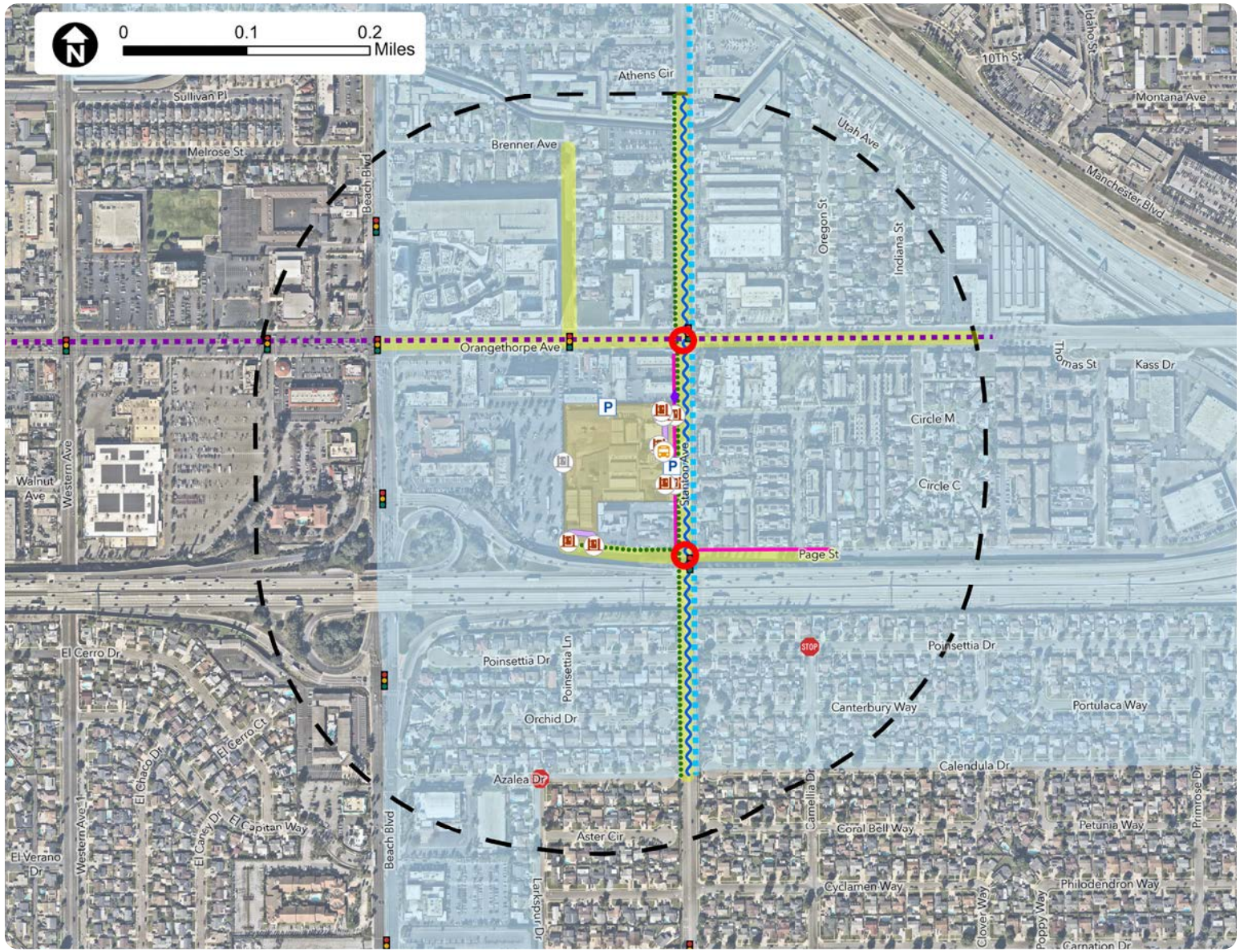
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- School Parking
- Bus Loading Zone
- All-Way Stop
- Overhead Flashing Beacon

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Traffic Calming
- Shade Trees / Landscaping
- Intersection Improvements
- Class II Bike Lane
- Class IV Bikeway

Buena Park School District

MABEL L. PENDLETON ELEMENTARY SCHOOL

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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Stanton Avenue and Page Street



Preliminary Cost Estimate: $7,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Stanton Avenue and Orangethorpe Avenue



Note: This intersection has Leading Pedestrian Interval (LPI), APS Push Button and Pedestrian Countdown Signal Heads installed through a Citywide HSIP. Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

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SAFE ROUTES TO SCHOOL

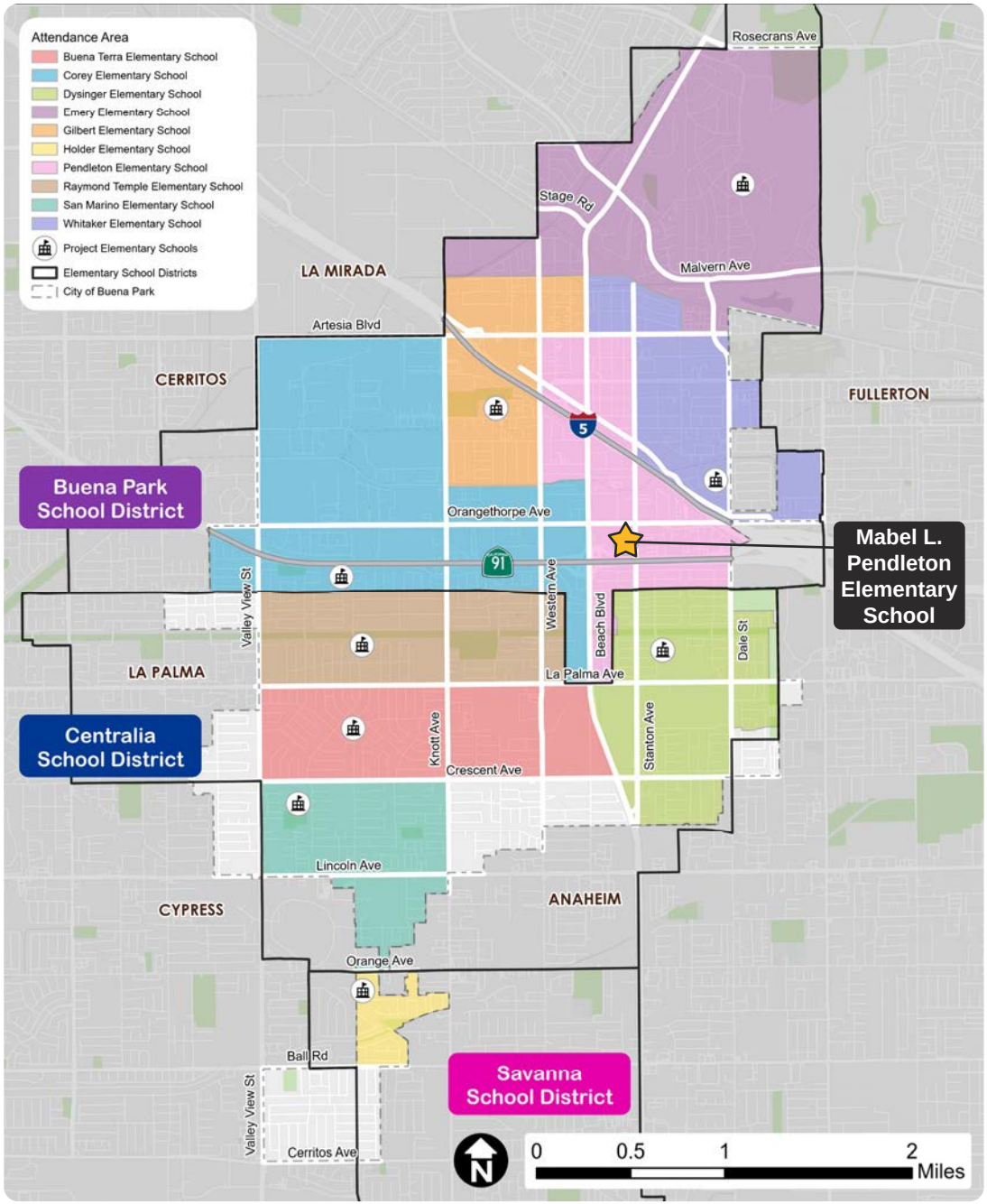
Contact Information

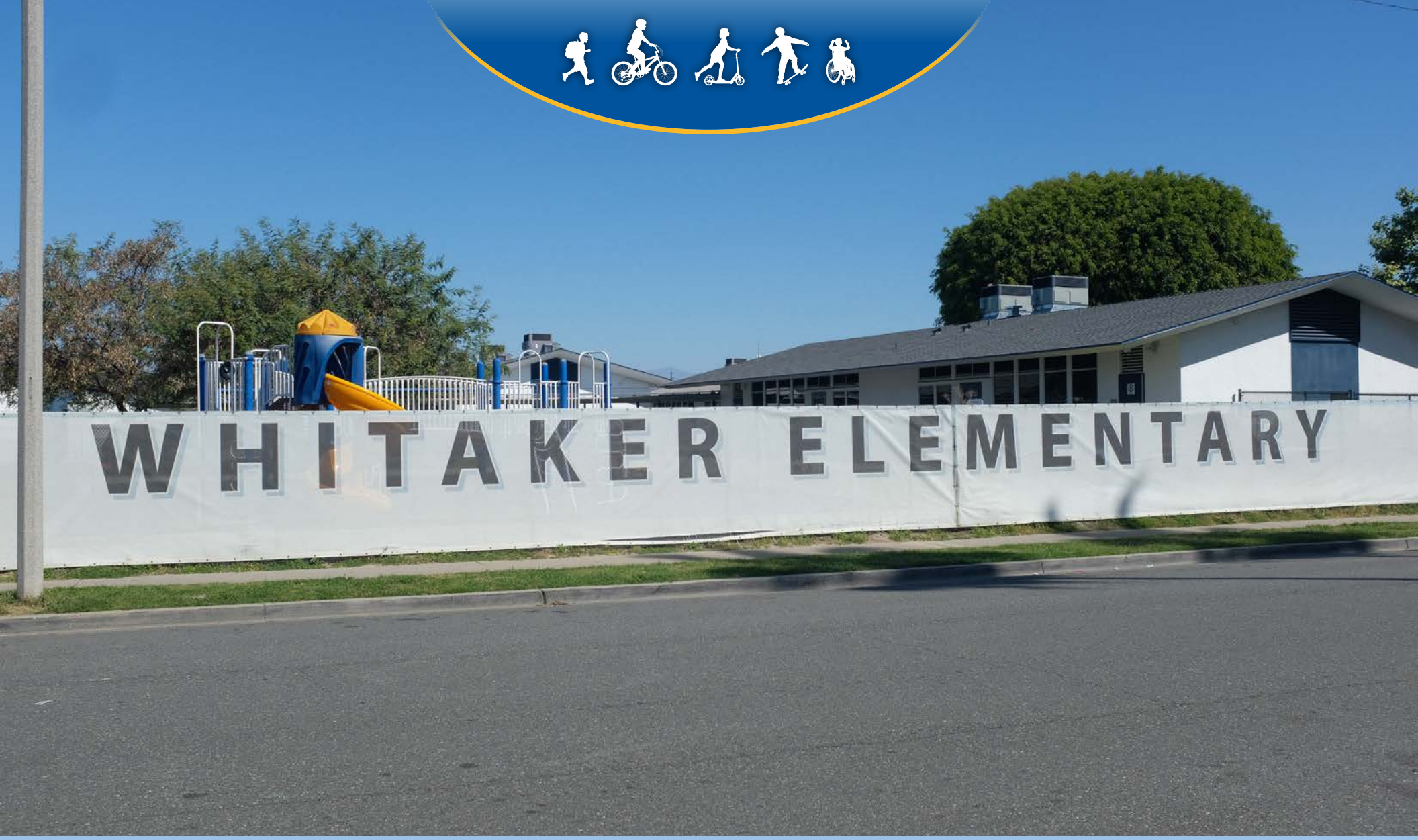
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Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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JAMES A. WHITAKER ELEMENTARY SCHOOL

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March 2026

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview

Whitaker Elementary is committed to providing a comprehensive and integrated educational experience for all students from Preschool (TK) through 5th grade.

What's Unique About Us

The staff and community are dedicated to providing a learning environment that will ensure students become successful, lifelong learners. The goals and priorities of Whitaker Elementary School emphasize a learner-centered philosophy, focusing on instructional programs driven by analyzing student assessment results. Whitaker staff believe that all students are capable of learning; that they have the ability to influence student achievement; that parents and the community are an integral part of ensuring student success; and that all staff, students, parents, and community members share the responsibility of meeting rigorous academic goals.

Parents, students and staff at Whitaker Elementary School participate in the Whitaker Walk, a daily morning exercise routine that includes parents on one morning per month, under the leadership of Principal Stephanie Williamson.

Special Clubs and Groups

- **Readers' and Writers' Workshop:** Whitaker's Readers' and Writers' Workshop is a world-class program that instills the advanced skills of reading comprehension and written expression across all grade levels.
- **Digital Club:** A biweekly group where students focus on digital media and writing.
- **GATE (Gifted and Talented Education):** Includes a specialized GATE SuperSaturday program where 3rd–5th grade teams compete in engineering, robotics, and coding challenges to win the "Einstein Award".
- **BPSD SOARS (Expanded Learning):** Partnered with the Boys & Girls Club of Buena Park, this program provides daily enrichment, tutoring, and specialty interest clubs.

How are Whitaker Elementary students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** A small number of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School or Transit Bus:** 16% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 82% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **559** student enrollment
- **91.9%** of students are eligible for free or reduced-price meals (FRPM)



Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

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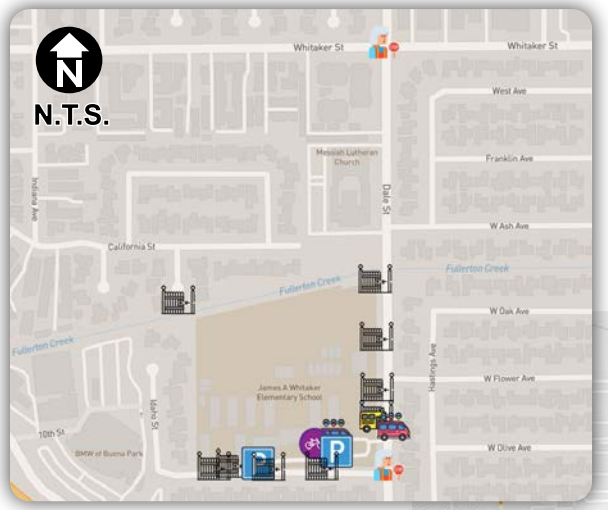
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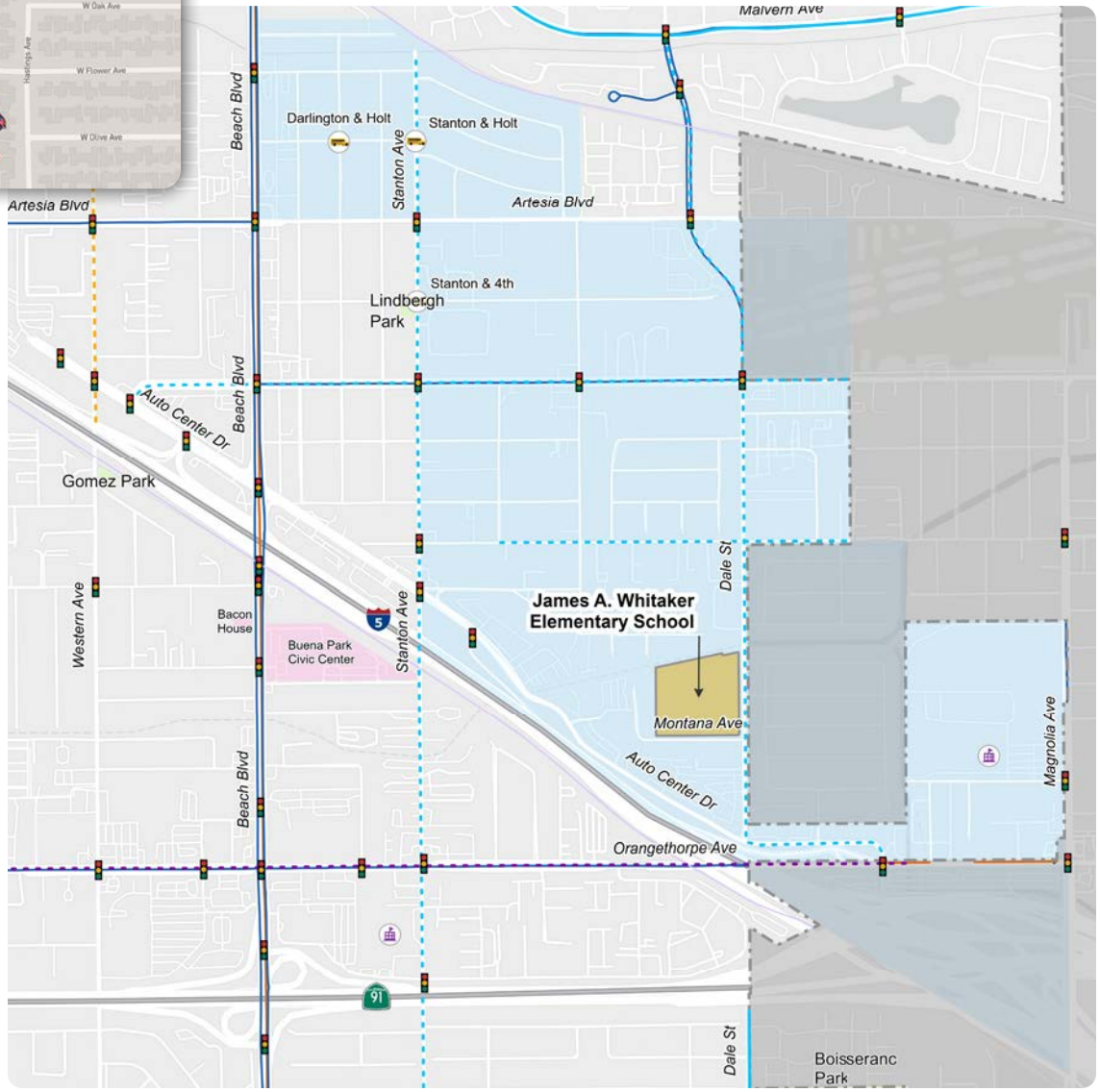
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BUENA PARK
SAFE ROUTES TO SCHOOL

School Enrollment Area



- Crossing Guard Location
- Designated Parking
- Existing Bicycle Rack Location
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate



- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Existing Class II: Bike Lane
- Proposed Class II: Bike Lane
- Proposed Class III: Bike Route
- Proposed Class IV: Bikeway

N 0 0.2 0.4 Miles

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

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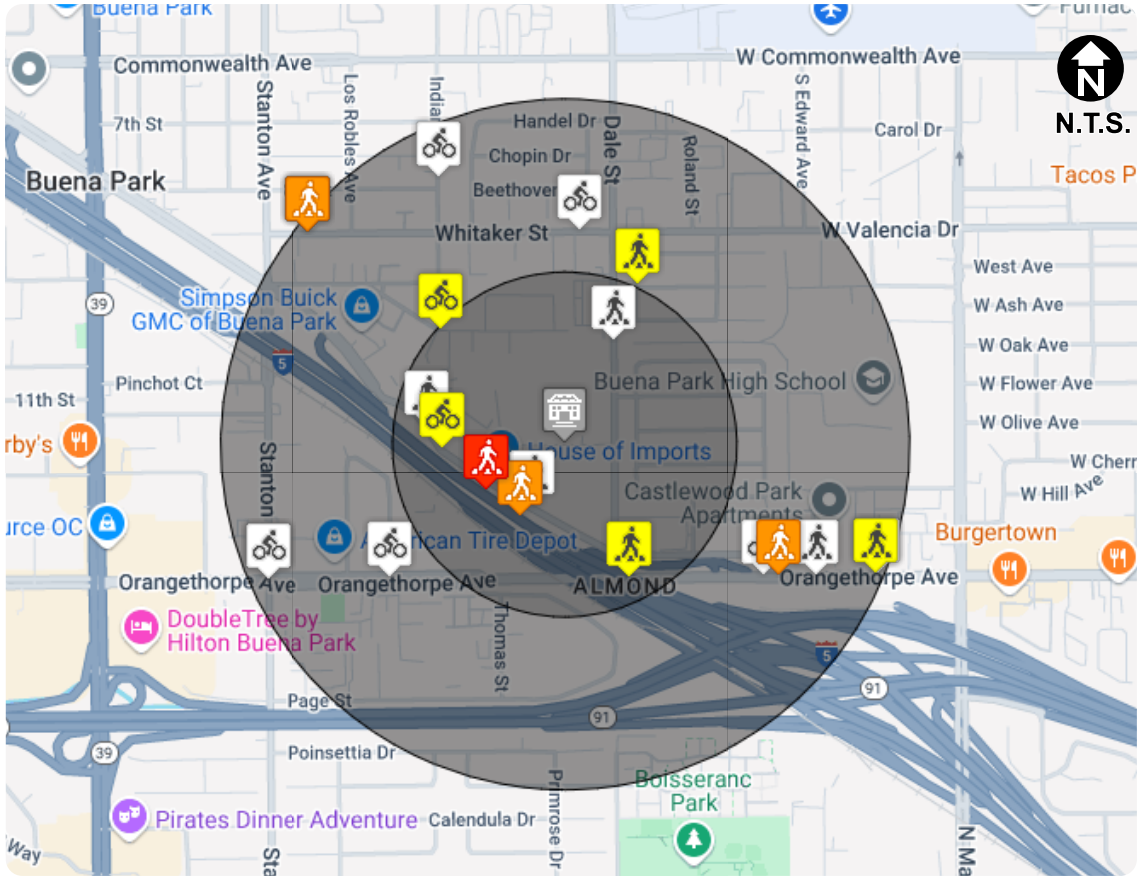
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	1	1	3	3	6	2	**8**
1/4 – 1/2 mi.	0	3	2	8	6	7	**13**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

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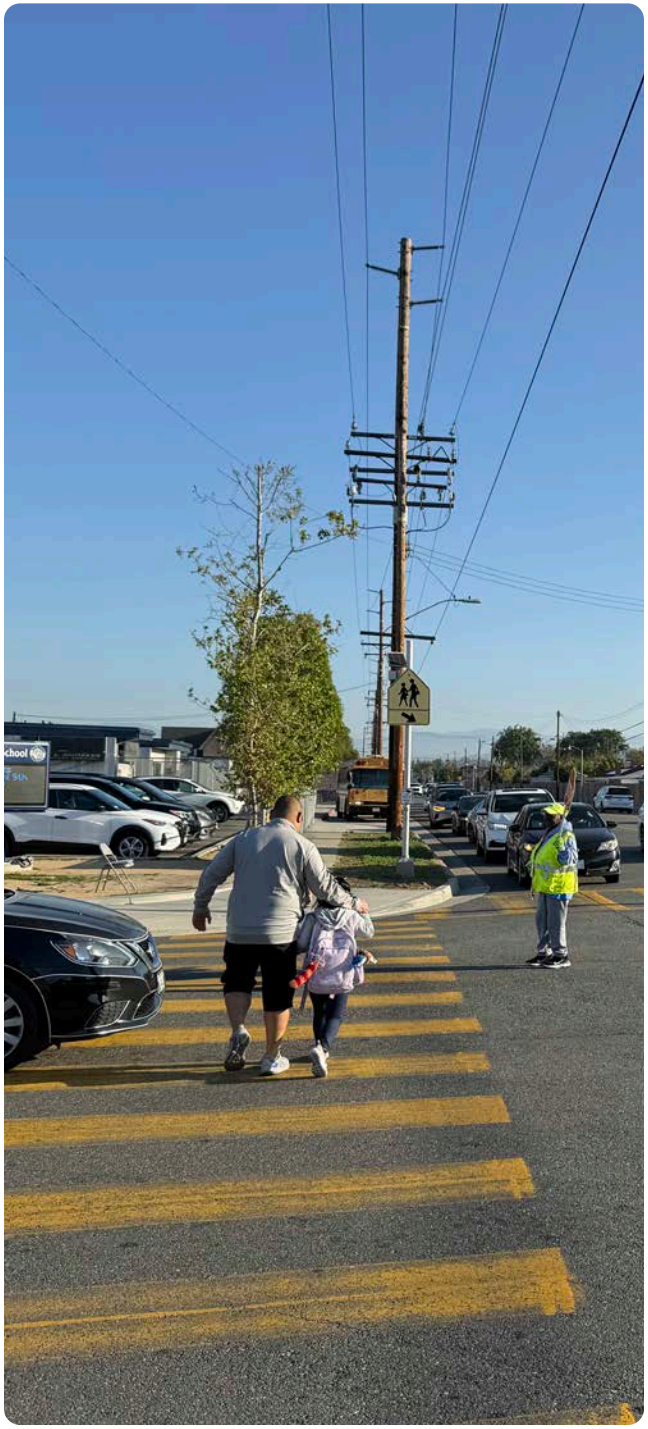
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BUENA PARK
SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Observations/Community Input

- The sidewalk is narrow (4') along Dale Street and Montana Avenue.
- There is no buffer between the sidewalk and northbound vehicle travel lanes on Dale Street.
- Dale Street is wide (one travel lane, two-way left turn lanes, and parking lane in each direction), making it difficult for children to cross. This is anticipated to be addressed by City's ongoing Complete Streets project along Dale Street, which also adds Class II bike lane.
- There is a push button activated sign for the north leg crosswalk at Dale Street and Montana Avenue intersection, but the flashing sign may be difficult to see.
- The accessible pedestrian signal is located in the landscape and is difficult to access.
- A curb ramp is missing on the east end of Dale Street/Montana Avenue crosswalk.
- Crossing guard reports that drivers do not stop for pedestrians.
- Drivers appear to be speeding along Dale Street.
- Significant east bound queues/delays occur at Dale Street and Montana Avenue due to the north leg crosswalk and the minor-street stop control.
- Vehicles often do not adhere to parking prohibition indicated by red curb.
- Vehicle speeds are high on Dale Street, where posted speed limit is 40 MPH.
- There are few shade trees along Montana Avenue within the school parcel.
- The bridge access connecting the back of school to Wyoming Street remains locked.
- Whitaker Park is closed to public during school hours.
- Some students/parents from neighborhood northwest of the school walk to school through California Street and gated access through Messiah Lutheran Church parking lot.



Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

8401 Montana Avenue,
Buena Park, CA 90621

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The James A. Whitaker Elementary School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

8401 Montana Avenue,
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BUENA PARK
SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Prohibit left-turns from school driveways during drop-off/pick-up and direct parents leaving the school site to turn-around at Idaho Street cul-de-sac

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to map on page 8
  - All recommendations incorporated as part of Dale and Whitaker Complete Streets project
  - Conduct traffic signal/pedestrian hybrid beacon warrant analysis for the intersection of Dale Street and Montana Avenue

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

8401 Montana Avenue,
Buena Park, CA 90621

March 2026

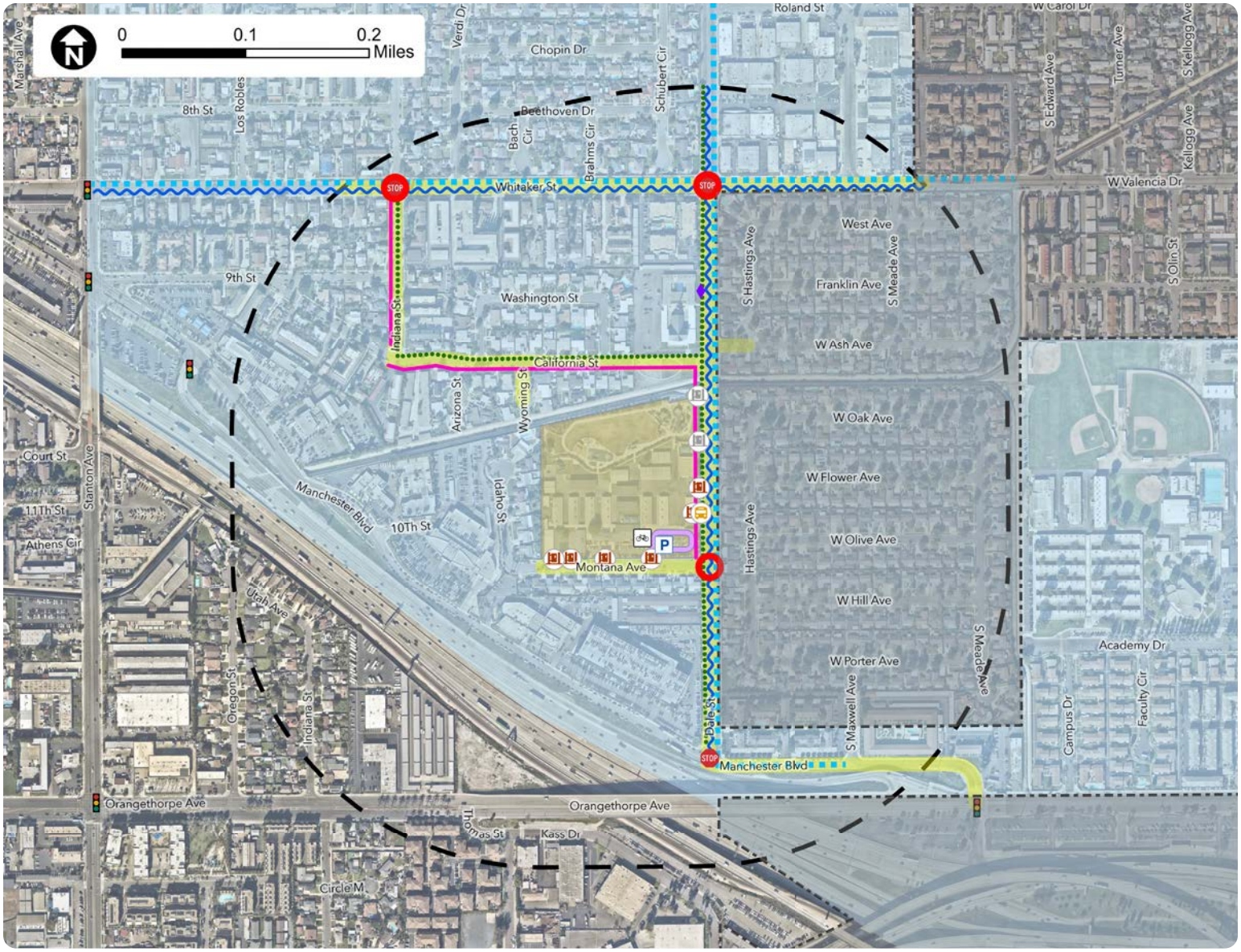
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- School Parking
- Bike Parking
- Bus Loading Zone
- All-Way Stop
- Overhead Flashing Beacon
- City of Buena Park

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Traffic Calming
- Shade Trees / Landscaping
- Intersection Improvements
- Class II Bike Lane

Note: All intersection improvement locations shown on this map are included in the Dale and Whitaker Complete Streets project.

Buena Park School District

JAMES A. WHITAKER ELEMENTARY SCHOOL

8401 Montana Avenue,
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CONTACT INFORMATION

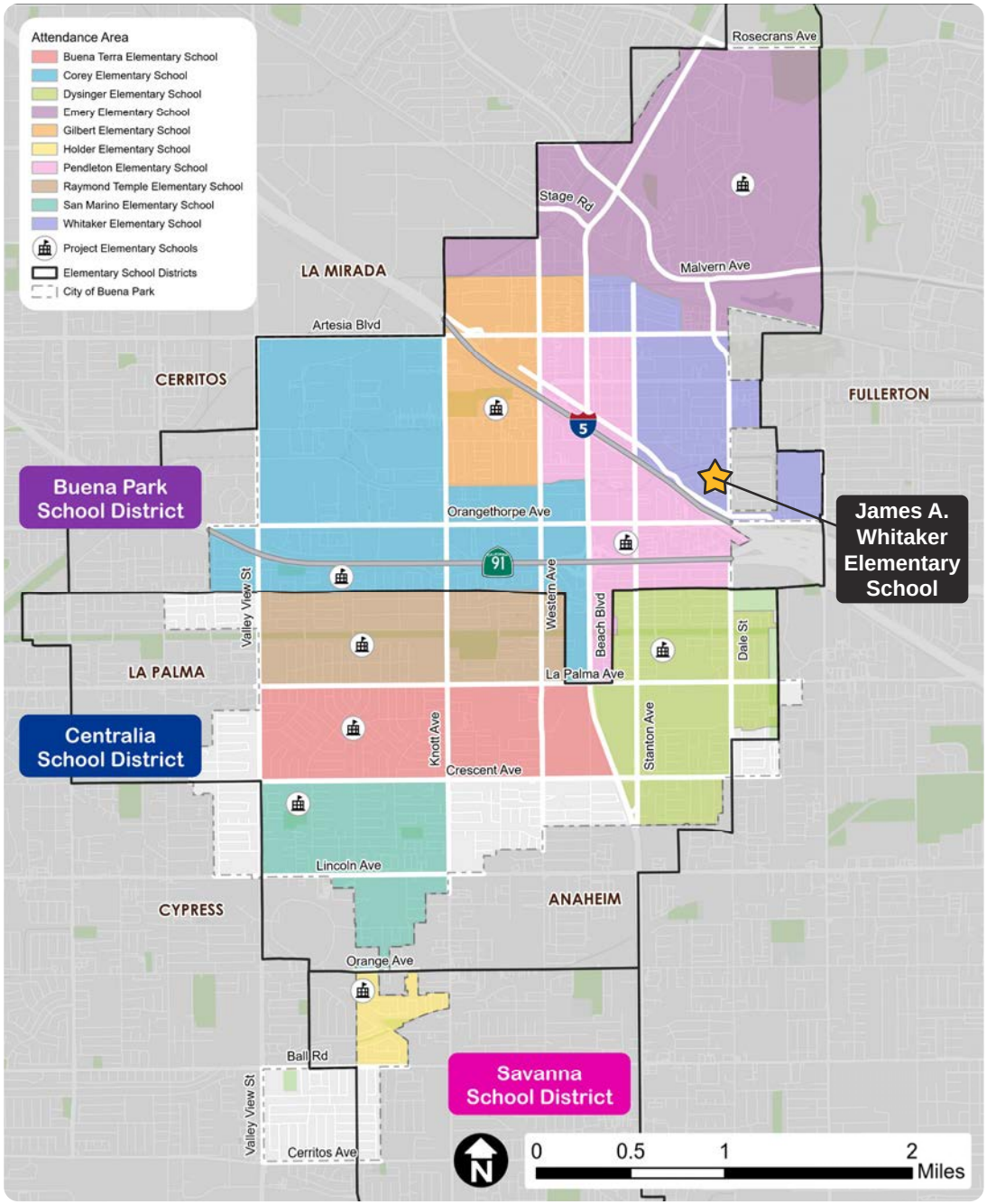
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Norm Wray

City of Buena Park
Public Works Department

» **Phone**
714.562.3699

» **Email**
nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue, Buena Park, CA 90620 | Buena Park School District

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Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
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March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

WELCOME TO BUENA PARK MIDDLE SCHOOL: WHERE THE BUENA PARK STALLIONS PLAY!

School Overview

Buena Park Middle School educates, motivates, and inspires all students from 6th through 8th grade to achieve academic success and become productive global citizens.

What's Unique About Us

Buena Park Middle School is a California Distinguished School and offers a range of compelling electives:

- **Visual and Performing Arts:** Art (beginning and advanced), Band (beginning and advanced), Choir, Orchestra, and Percussion (drumline).
- **STEM:** 3D Modeling & Design (Project Lead the Way), Computer Science/ Coding, Femineer Program, Ag Science, Industrial Arts, and Robotics (beginning and advanced).
- **Culinary** (beginning and advanced).
- **Communication and Digital Media:** Journalism, Leadership, and Yearbook.
- **Advancement via Individual Determination (AVID):** We implement this comprehensive approach to learning schoolwide, focusing on preparing students for success in school and career.
- **Honors Program:** We offer a rigorous Honors Academy that challenges our gifted and high-achieving students to go into greater depth and complexity with the curriculum.

How are Buena Park Middle students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** A small number (less than 1%) of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School or Transit Bus:** 21% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 79% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **633** student enrollment
- **91.0%** of students are eligible for free or reduced-price meals (FRPM)



Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
Buena Park, CA 90620

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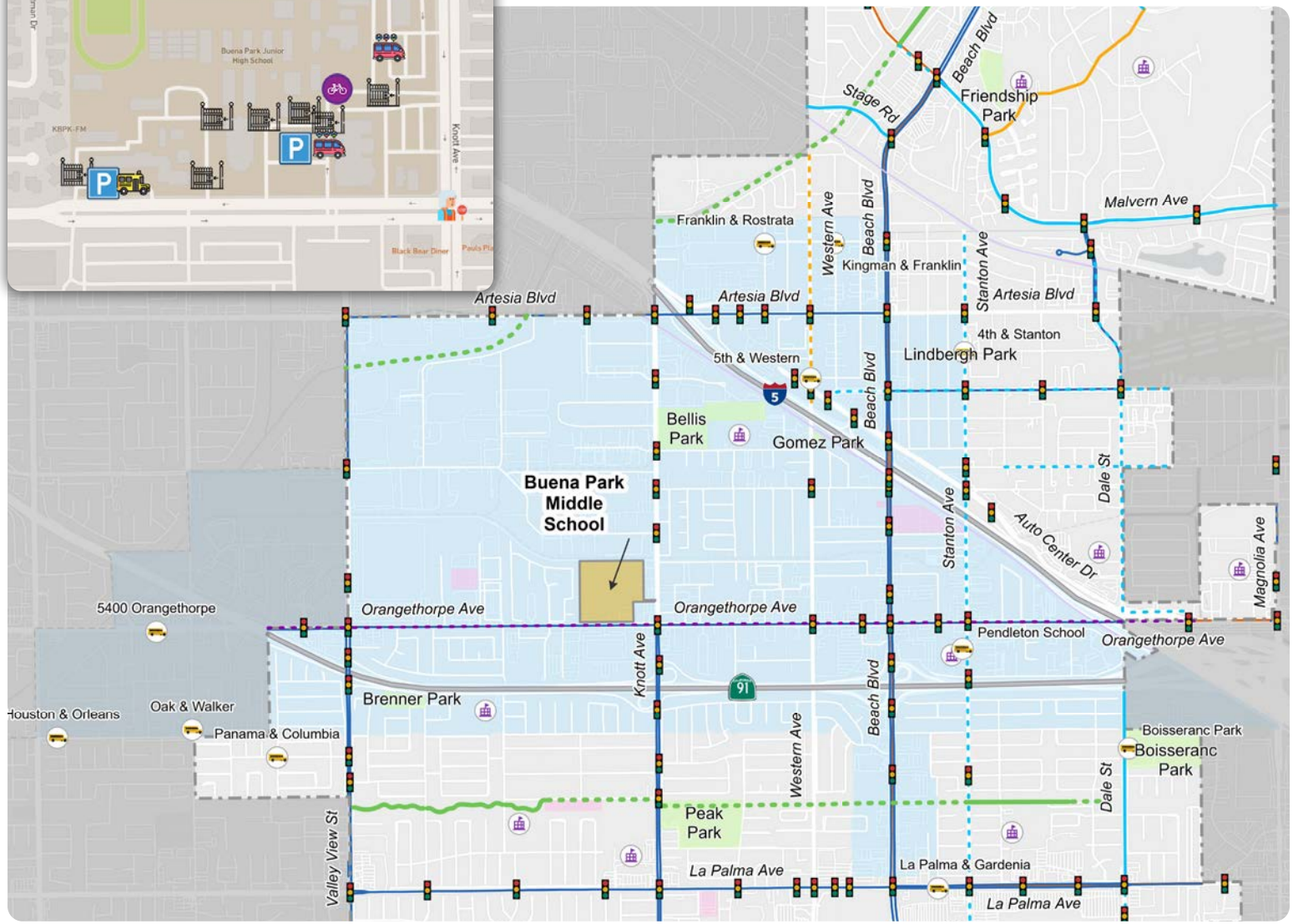
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BUENA PARK SAFE ROUTES TO SCHOOL

School Enrollment Area



Crossing Guard Location
Designated Parking
Existing Bicycle Rack Location
Parent Pickup-Dropoff Location
School Bus Pickup-Dropoff Location
School Gate



Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
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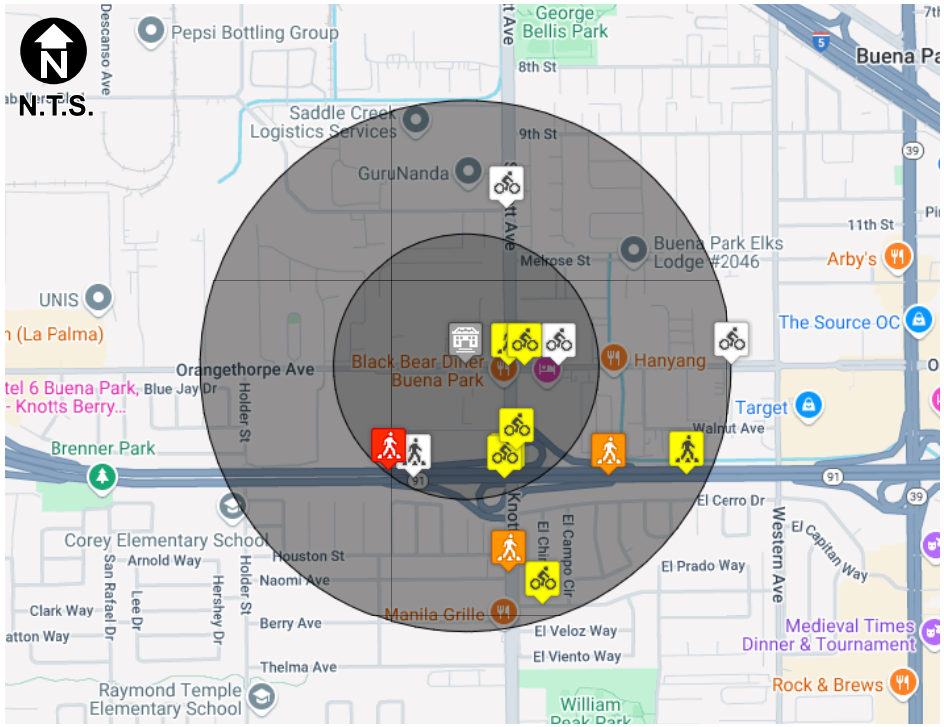
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/Community Input

- Sidewalk is 7' wide along Orangethorpe Avenue and Knott Avenue.
- There is no landscaped buffer or protection between sidewalk and travel lanes.
- Knott Avenue is a 6-lane arterial street and is difficult to cross. Additionally, long distances between safe, marked crosswalks encourage jaywalking. At least 5-6 students were observed jaywalking during the Walk Audit, including crossing Knott Avenue, heading northbound.
- Pedestrian push buttons on Knott Avenue and Orangethorpe Avenue are not APS (Accessible Pedestrian Signals).
- There is a lack of bicycle facilities in the area. The City is conducting a planning study for Orangethorpe Avenue to address this.
- Several bus stops have no shelters or benches.
- Vehicles park along the red curb, creating sight distance issues.
- The posted speed limit on Orangethorpe is 45 MPH, and there are significant traffic volumes there and on Knott Avenue.
- The area near the Middle School would benefit from more trees and shading along the walkway.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	1	0	5	4	4	6	**10**
1/4 – 1/2 mi.	0	2	2	2	3	3	**6**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
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BUENA PARK SAFE ROUTES TO SCHOOL

RECOMMENDATIONS

The Buena Park Middle School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
Buena Park, CA 90620

March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., “Walking Wednesdays”, “Fit Fridays”)
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 10

Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
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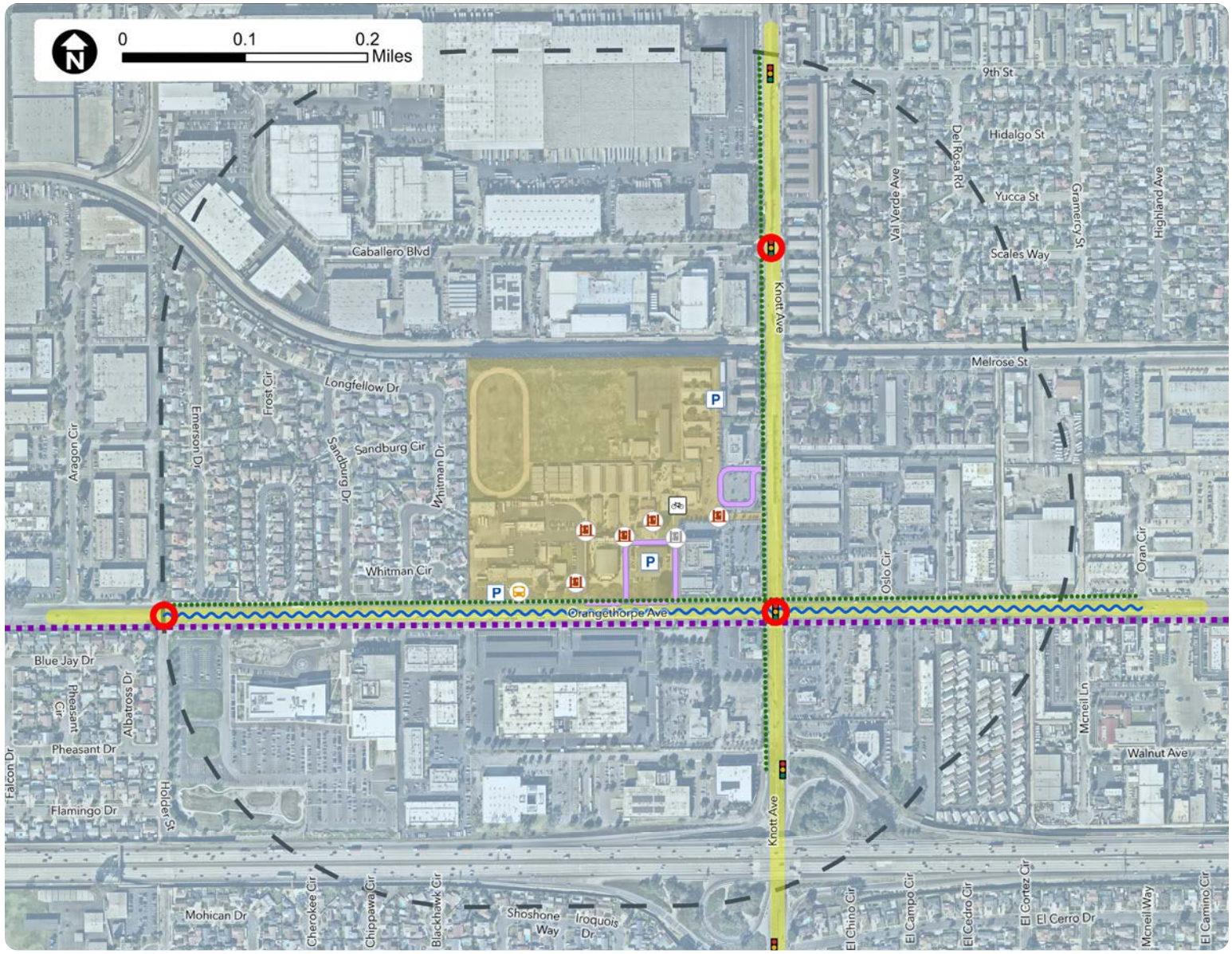
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- School Gate (Closed)
- Signal
- School Parking
- Bike Parking
- Bus Loading Zone

Recommendations

- Suggested Routes to School
- Traffic Calming
- Shade Trees / Landscaping
- Intersection Improvements
- Class IV Bikeway

Buena Park School District

BUENA PARK MIDDLE SCHOOL

6931 Orangethorpe Avenue,
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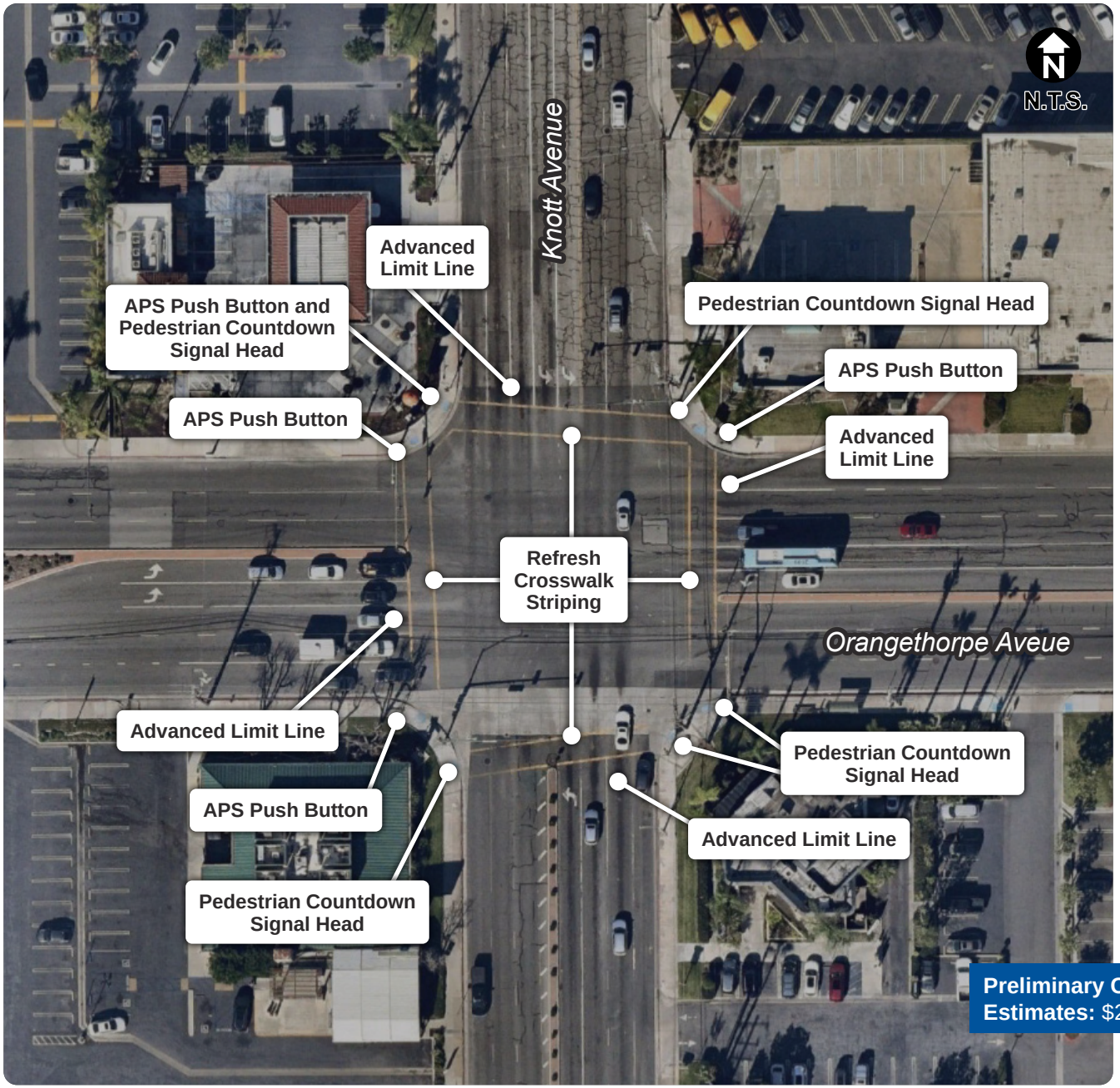
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Knott Avenue and Orangethorpe Avenue



Preliminary Cost Estimates: $24,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. Pavement rehabilitation is planned along Knott Avenue from Lincoln Avenue to Orangethorpe Avenue (Year 2025 to 2026) and from Orangethorpe Avenue to Artesia Boulevard (Year 2026 to 2027).

Buena Park School District

BUENA PARK MIDDLE SCHOOL

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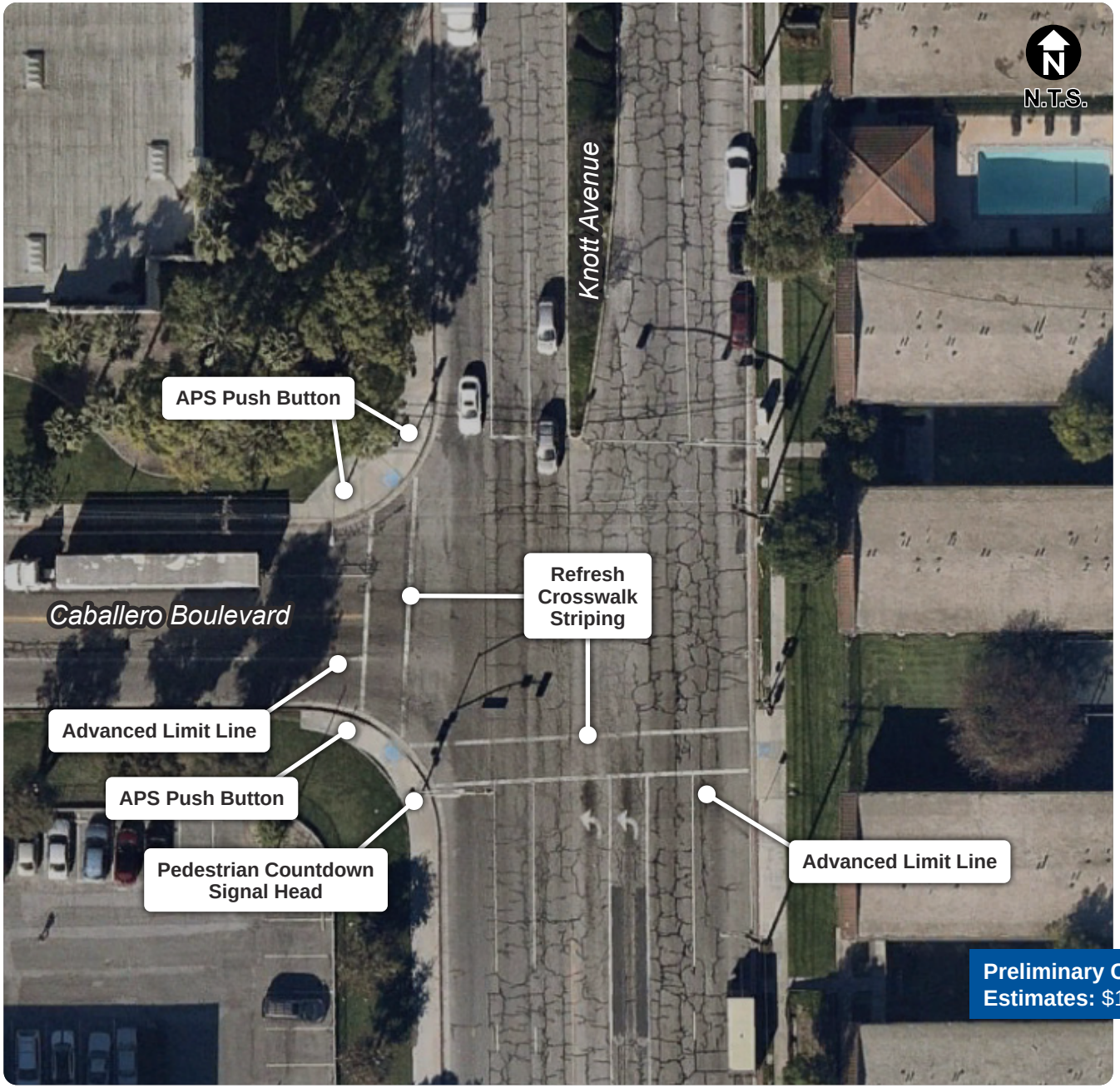
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Knott Avenue and Caballero Boulevard



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. Pavement rehabilitation is planned along Knott Avenue from Lincoln Avenue to Artesia Boulevard (Year 2026 to 2027).

Buena Park School District

BUENA PARK MIDDLE SCHOOL

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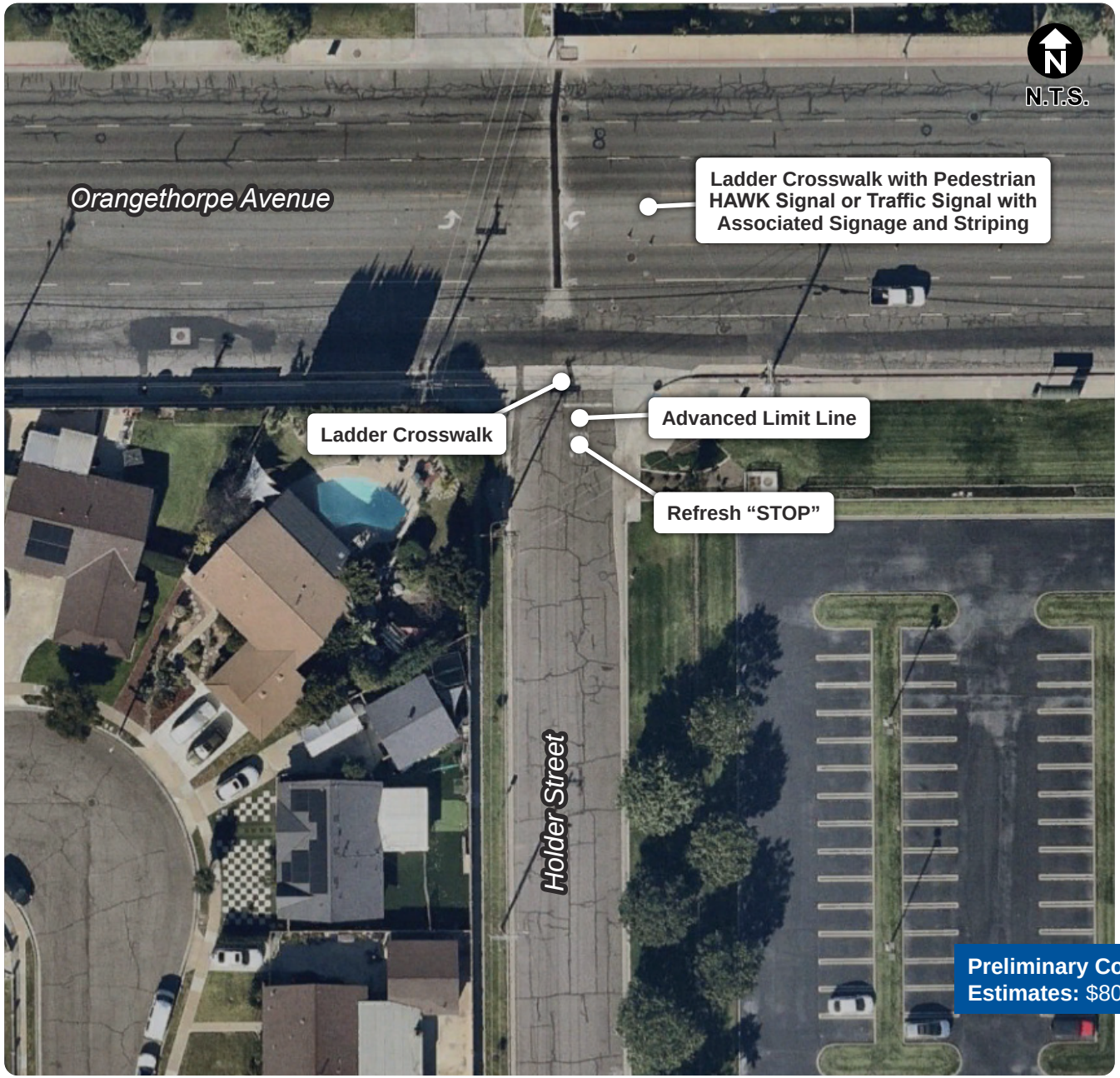
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Orangethorpe Avenue



Note: These intersection improvements are also applicable to Arthur F. Corey Elementary School. Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

BUENA PARK MIDDLE SCHOOL

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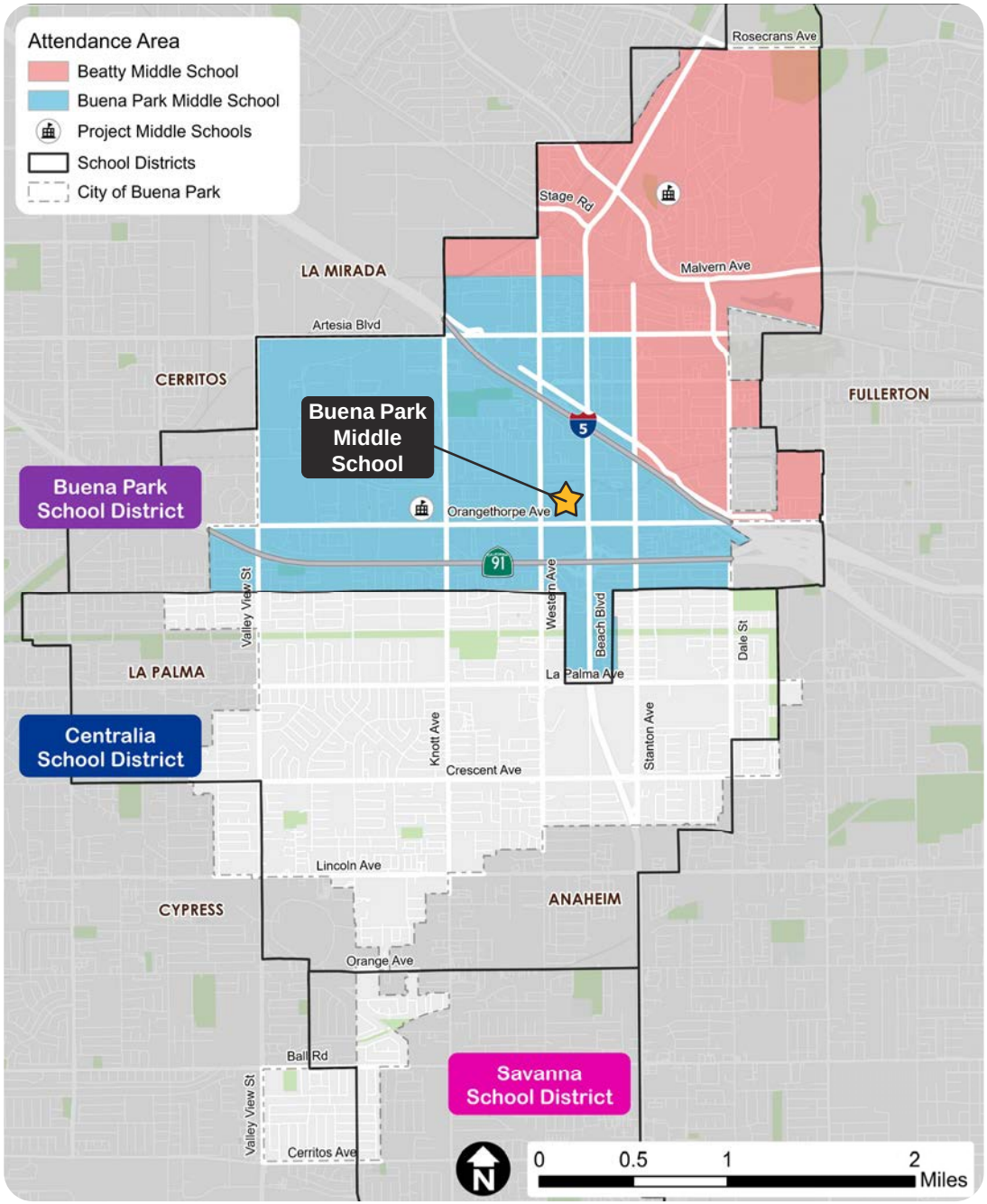
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BUENA PARK
SAFE ROUTES TO SCHOOL

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GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive, Buena Park, CA 90621 | Buena Park School District

March 2026

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

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BUENA PARK SAFE ROUTES TO SCHOOL

WELCOME TO GORDON H. BEATTY MIDDLE SCHOOL: WHERE THE BEATTY BRONCOS PLAY!

School Overview

Beatty Middle School educates, motivates, and inspires all students from 6th through 8th grade to achieve academic success and become productive global citizens.

What's Unique About Us

Beatty's academic pentathlon team placed first in the county, second in the state, and second nationwide, taking home **10 medals**!

Beatty Middle School prioritizes a rigorous curriculum that challenges our scholars while ensuring they are supported every step of the way. Work is guided by a deep understanding that academic growth is most meaningful when paired with social, emotional, and ethical development. The school offers programs that nurture the whole child, academically, behaviorally, and morally while preparing them to be confident, self-directed, and engaged members of society. As a proud STEAM school, Beatty offers a dynamic and engaging academic experience.

Electives

- **STEM** (coding, advanced coding, 3D Design: Project Lead the Way, STEM Aviation, Robotics, Advanced Robotics, Sports Science, and Medical Science: Project Lead the Way)
- **Digital and Multimedia Art** (Art, Advanced Art, Digital Art, Video Production)
- **Communication** (Debate, Yearbook, Intro to Spanish, Intro to Korean, Leadership/ASB)
- **Music** (Choir, Strings, Advanced Strings, and Guitar)

Clubs

- Students represent Beatty in the Superintendent's Soccer Cup, Chess Tournament, and Stembots Tournament
- Associated Student Body

How are Beatty Middle School students getting to school?

Note: In the absence of student tally conducted by school, commute patterns were based on field observations and school bus ridership data provided by Buena Park School District.

- **Walking:** A small number of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** No students were observed bicycling.
- **School or Transit Bus:** 28% take a school bus or City transit.
- **Car Drop-Off/Pick-Up:** Approximately 72% of students are dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **641** student enrollment
- **73.8%** of students are eligible for free or reduced-price meals (FRPM)



Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

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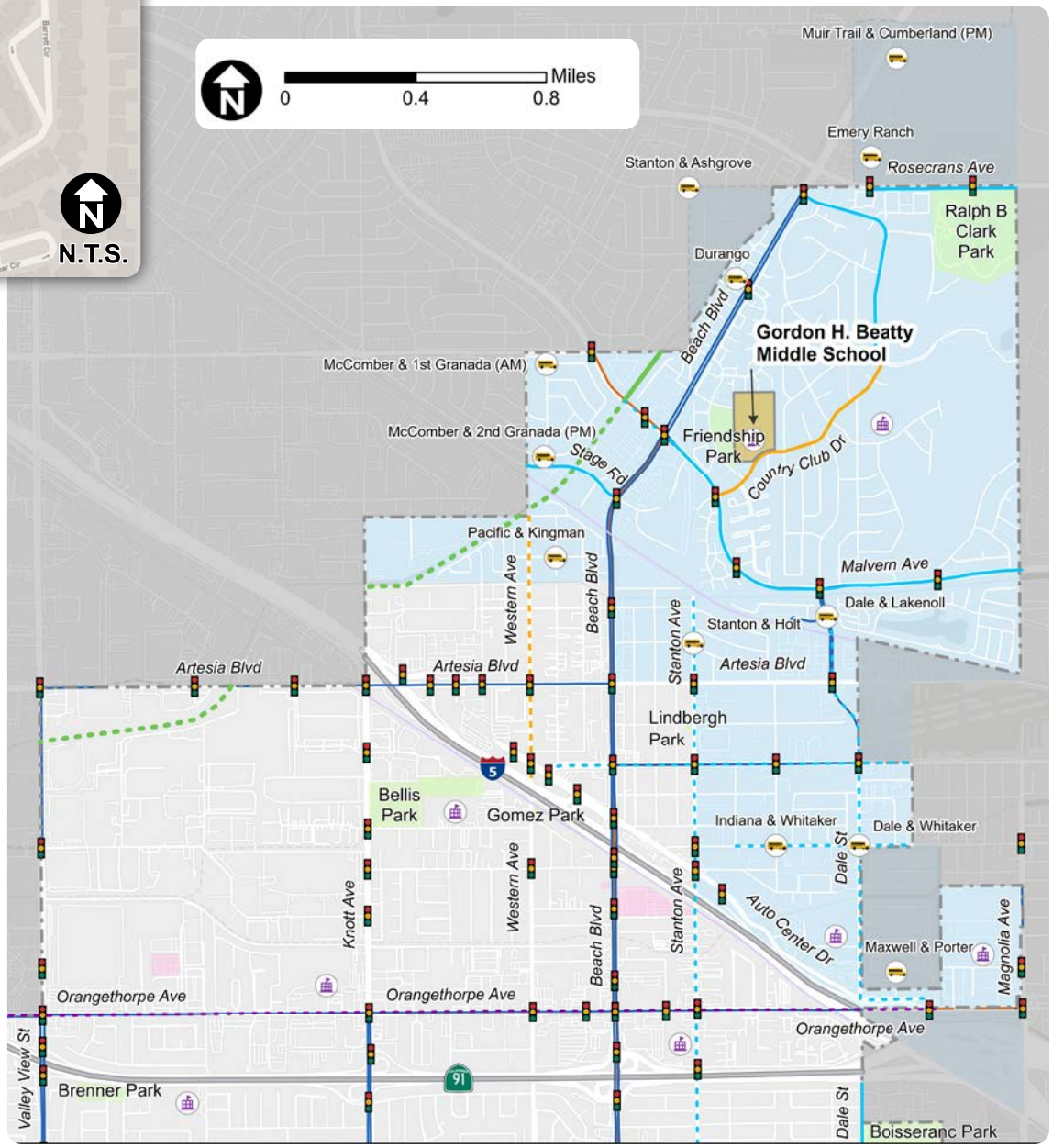
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BUENA PARK
SAFE ROUTES TO SCHOOL

School Enrollment Area



- Crossing Guard Location
- Designated Parking
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate



- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Existing Class I: Bike Path
- Existing Class II: Bike Lane
- Existing Class III: Bike Route
- Proposed Class I: Bike Path
- Proposed Class II: Bike Lane
- Proposed Class III: Bike Route
- Proposed Class IV: Bikeway

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

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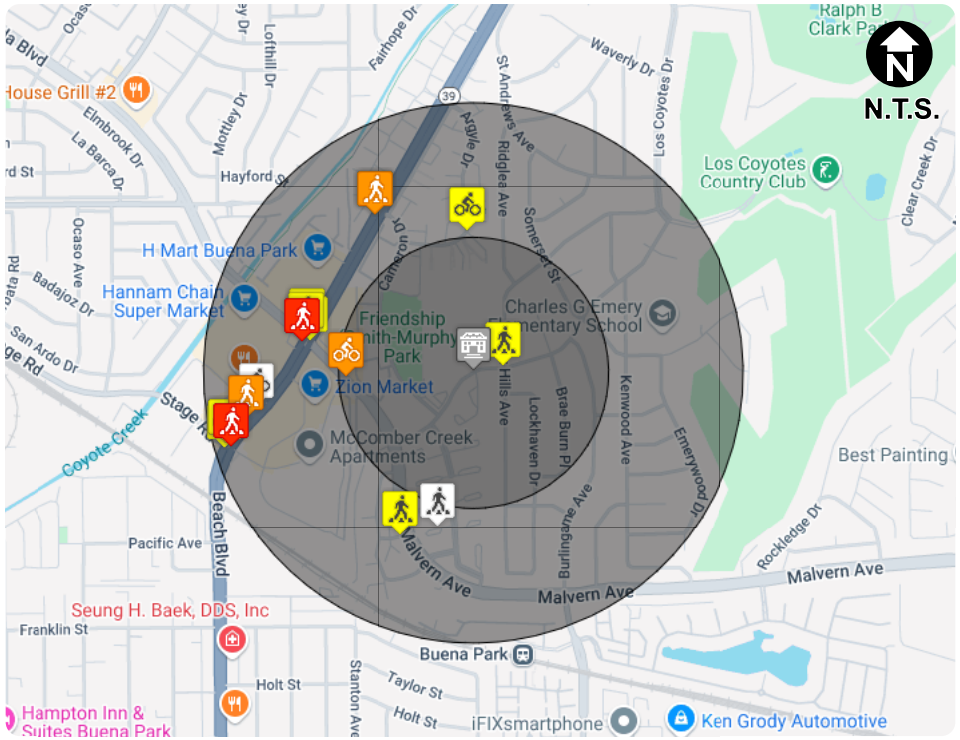
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/Community Input

- There are no sidewalks east of the school on Country Club Drive.
- The sidewalk is narrow (4'), making it difficult for two people to walk together side by side.
- There is no landscaping or other buffer between the sidewalk and the vehicle travel lanes.
- A student was struck by a car at Malvern Avenue and Country Club Drive in early 2025.
- There are no ADA-compliant curb ramps along Country Club Drive, and no ramps at all at Barrett Circle and Fox Hills Avenue.
- Country Club Drive has a Class III bikeway; Malvern Avenue has a Class II bikeway.
- Road curvature hinders line of sight.
- The bus stop at Malvern Avenue and Country Club Drive lacks amenities.
- Drivers were observed making "rolling" stops along Country Club Drive at stop-controlled intersections.
- Motorists do not adhere to the red curb along Country Club Drive.
- There are no trees or shade along the sidewalks around the school's perimeter.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	1	1	0	1	1	**2**
1/4 – 1/2 mi.	2	2	9	3	8	8	**16**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The Gordon H. Beatty Middle School community might like to work with the Buena Park School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
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ENGAGEMENT
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To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

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- **Non-Infrastructure** (covers Other "E"s)

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

March 2026

View SRTS Master Plan Introduction

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

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  - For students and parents
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  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Restrict all vehicle access except school buses and staff vehicles into/out of the main (front) school parking lot along Country Club Drive during pick-up and drop-off
  - Consider parent pick-up and drop-off (anticlockwise one-way loop) within the parking lot off of Cameron Drive

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 11
  - Partner with homeowners to install sidewalks within City right-of-way along suggested routes to school

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

March 2026

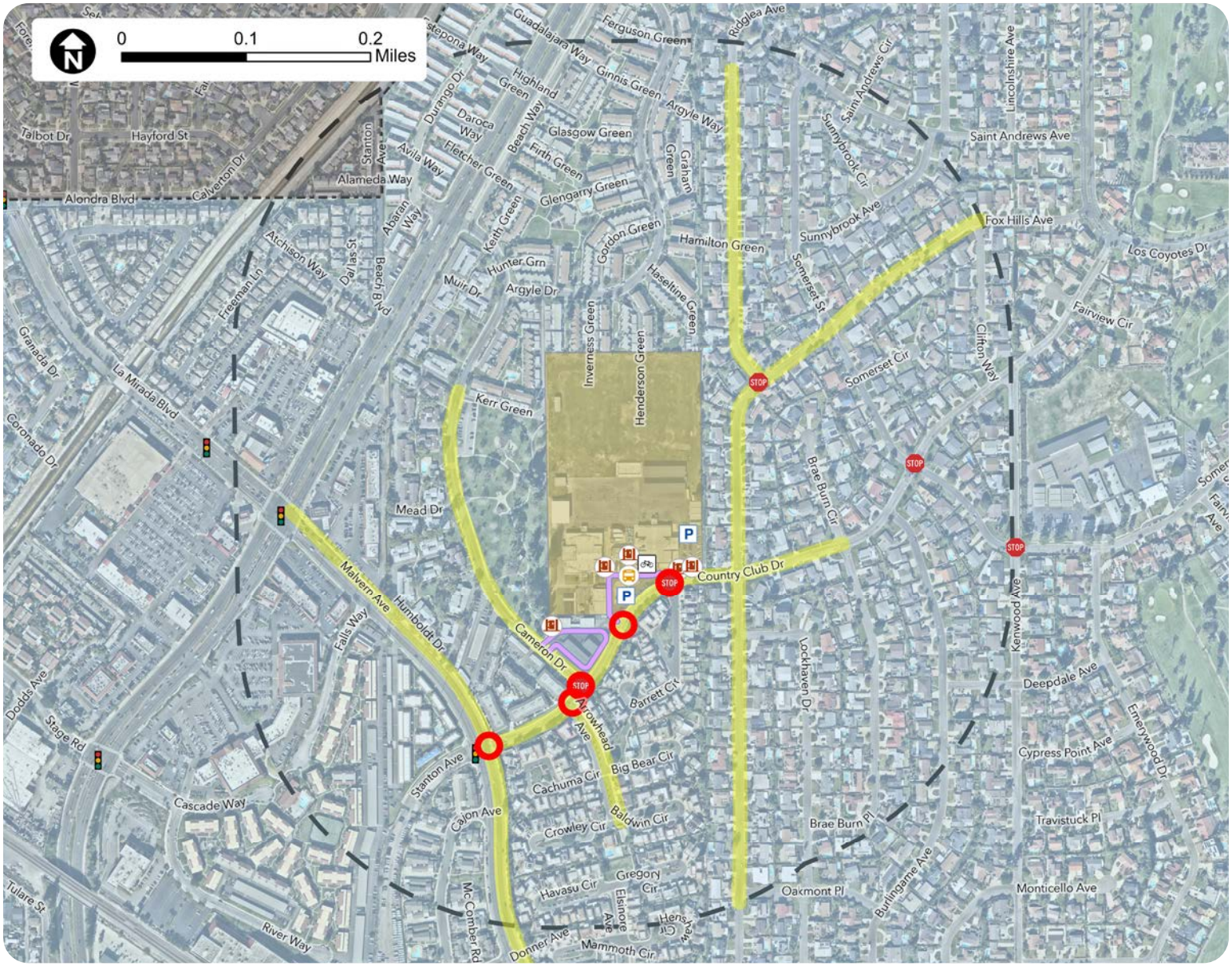
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- Signal
- School Parking
- Bike Parking
- Bus Loading Zone
- All-Way Stop
- City of Buena Park

Recommendations

- Suggested Routes to School
- Intersection Improvements

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Malvern Avenue and Stanton Avenue/Country Club Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
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March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Country Club Drive and Cameron Drive | Country Club Drive and Arrowhead Avenue



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Country Club Drive Mid-Block



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
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SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Country Club Drive and Barrett Circle



Preliminary Cost Estimate: $33,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Buena Park School District

GORDON H. BEATTY MIDDLE SCHOOL

8201 Country Club Drive,
Buena Park, CA 90621

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BUENA PARK
SAFE ROUTES TO SCHOOL

Contact Information

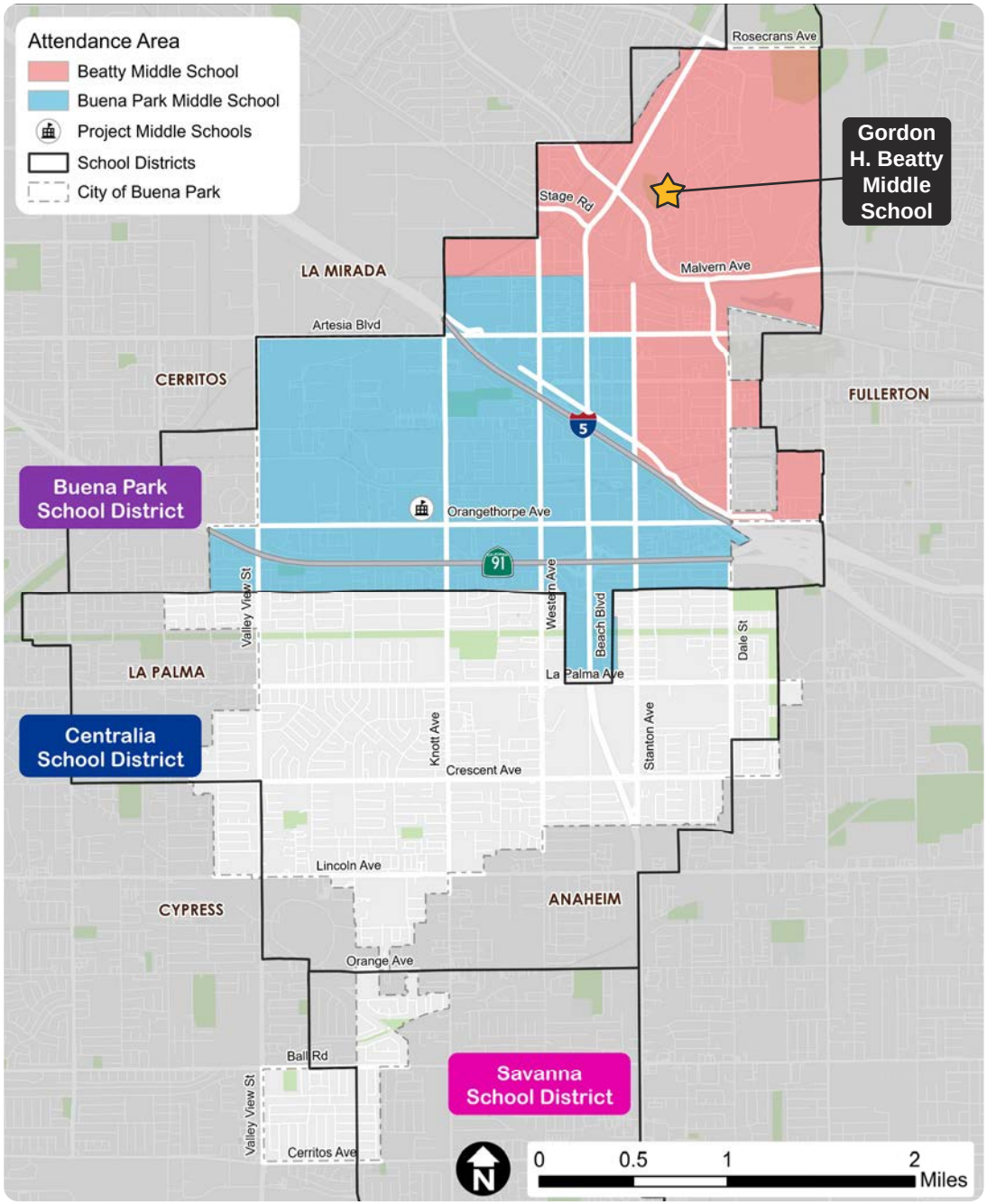
Ready to join the Safe Routes adventure or have questions? Reach out to Norm Wray at the City of Buena Park Public Works Department:

Norm Wray

City of Buena Park
Public Works Department

» **Phone**
714.562.3699

» **Email**
nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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Master Plan Introduction

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street, Buena Park, CA 90620 | Centralia Elementary School District

March 2026

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

School Overview

Buena Terra Elementary is committed to meeting the diverse needs of all students from Kindergarten through 6th grade by providing exceptional staff and opportunities for family and community involvement in a safe and nurturing environment.

What's Unique About Us

Buena Terra is a school in which education is a shared responsibility between the students, the staff, the home and the community. Children are the focal point of all decisions. Students will demonstrate respect for themselves and others in a culturally diverse population and learn to work together toward common goals. Students and staff members will hold themselves to high standards of personal performance and will be accountable for their decisions and their actions. Students are to become self-motivated lifelong learners who will discover the joy of learning through an engaging educational program. Through school programs, students will acquire the skills and concepts needed to meet and surpass State standards in order to be successful in all aspects of a technological society.



Crossing Guard assisting students and parent across Holder Street at San Diego Drive

Special Clubs and Groups

- Student Council
- Baile Folklorico Dance Club (TK–2nd / 3rd–6th)
- Business Builders Club (3rd–4th / 5th–6th)
- Cheer & Dance Club (TK–2nd / 3rd–6th)
- Chess Masters Club (1st–6th)
- Creating Creators Film Club (4th–6th)
- Culinary Corner Club (TK–2nd / 3rd–6th)
- Drumline Club (1st–3rd /4th–6th)
- **Korean:** Beginning Speakers & Native Speakers (1st–6th)
- LEGO Coding Club (2nd–3rd / 4th–6th)
- Show Choir Club (3rd–6th)
- **Sports Clubs:** Soccer & Basketball (TK–2nd / 3rd–6th); Superintendent's Cup Club (5th–6th); Swim Club (3rd–6th)
- Theatre Club (1st–2nd / 3rd–6th)
- Wilderness Survival Bolt Club (2nd–4th)

2024–2025 School Snapshot

- **627** student enrollment
- **56.0%** of students are eligible for free or reduced-price meals (FRPM)

How are Buena Terra Elementary students getting to school?

2025 Tally								
Number of Tallies	Number of Students Surveyed	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
24	611	15%	1%	0%	87%	4%	0%	1%

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
Buena Park, CA 90620

March 2026

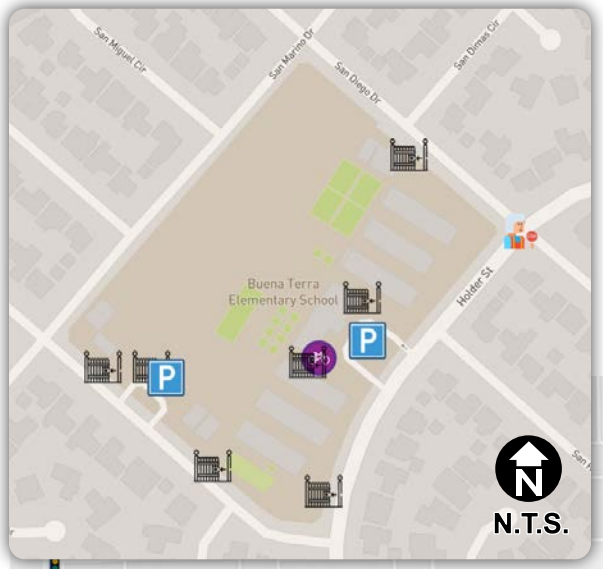
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BUENA PARK
SAFE ROUTES TO SCHOOL

School Enrollment Area



Crossing Guard Location
Existing Bicycle Rack Location
Designated Parking
School Gate



Focus School
Attendance Area
Other Project Schools
City Border

Parks
City Facilites
OCTA Bus Route
LA Metro Bus Line

Signals
Existing Class I: Bike Path
Proposed Class I: Bike Path
Proposed Class III: Bike Route

N
0 0.2 0.4 Miles

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
Buena Park, CA 90620

March 2026

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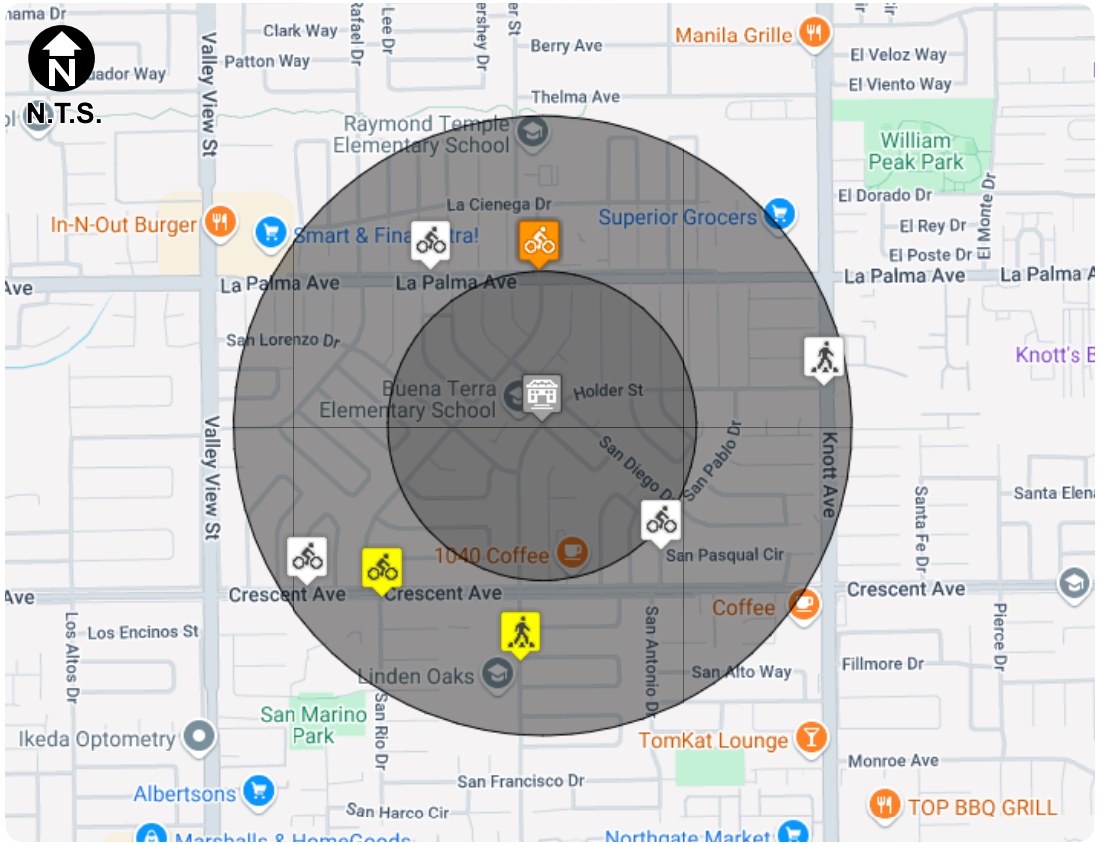
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- The sidewalk is narrow (4' to 5'), making it difficult for parents to walk with multiple kids.
- There is no ADA ramp at San Hernando Way. Ramps at San Martin Way are not ADA-compliant.
- There are no marked bicycle facilities.
- There is no on-site drop-off/ pick-up space. The parking lot is reserved for staff only.
- Parents tell children to run across the street during drop-off/pick-up.
- Drivers make unexpected U-turns along Holder Street.
- There are no school buses serving Buena Terra.
- The City recently planted many new trees to address the lack of shade.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	1	1	1	0	3	**3**
1/4 – 1/2 mi.	0	0	2	4	2	4	**6**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The Buena Terra Elementary School community might like to work with the Centralia Elementary School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., “Walking Wednesdays”, “Fit Fridays”)
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Implement one-way traffic circulation clockwise around school, allowing drop-offs only on the school side of Holder Street, San Lorenzo Drive, San Marino Drive and San Diego Drive

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 13

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
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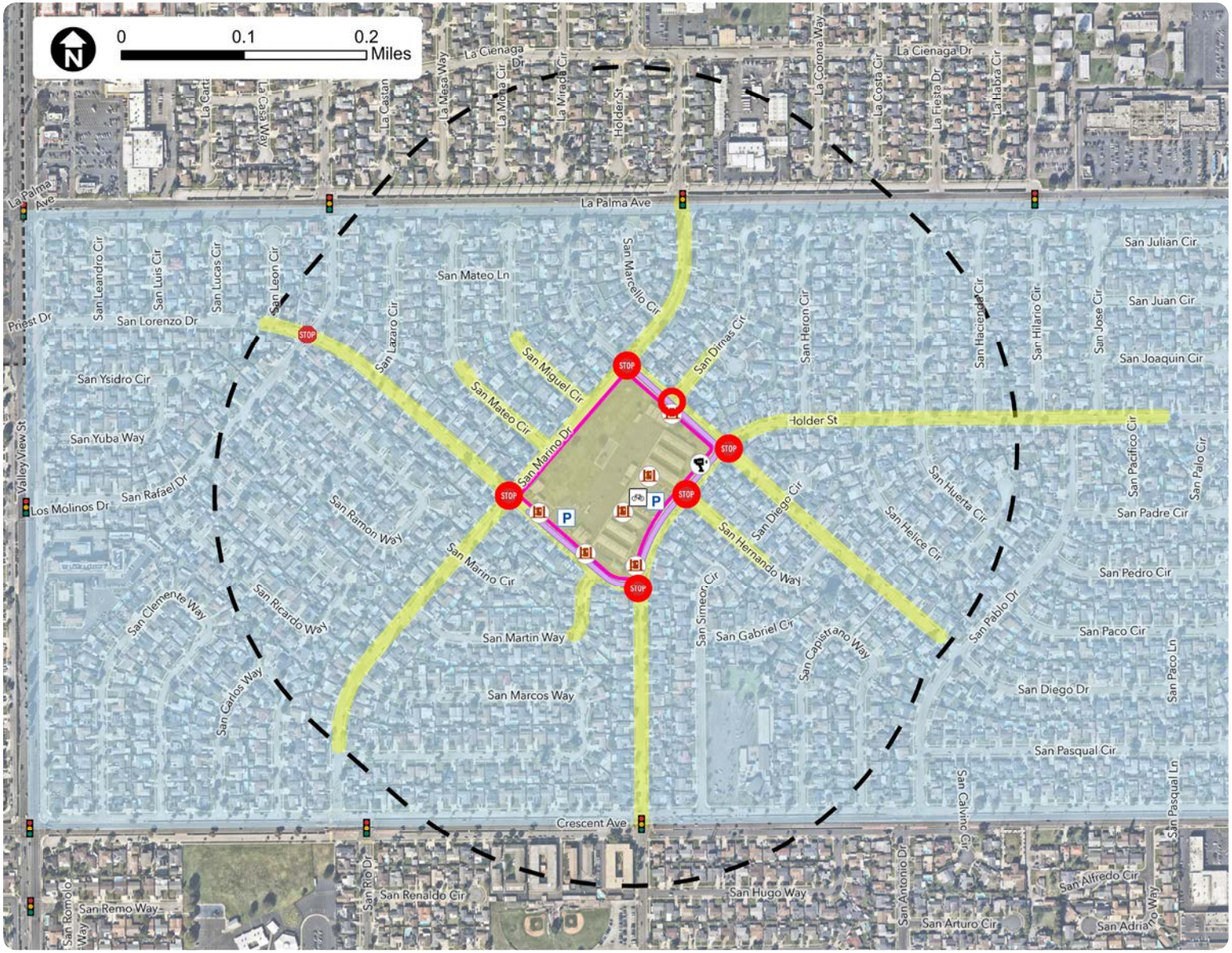
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- Signal
- Speed Feedback Sign
- School Parking
- Bike Parking
- All-Way Stop
- City of Buena Park

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Intersection Improvements

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

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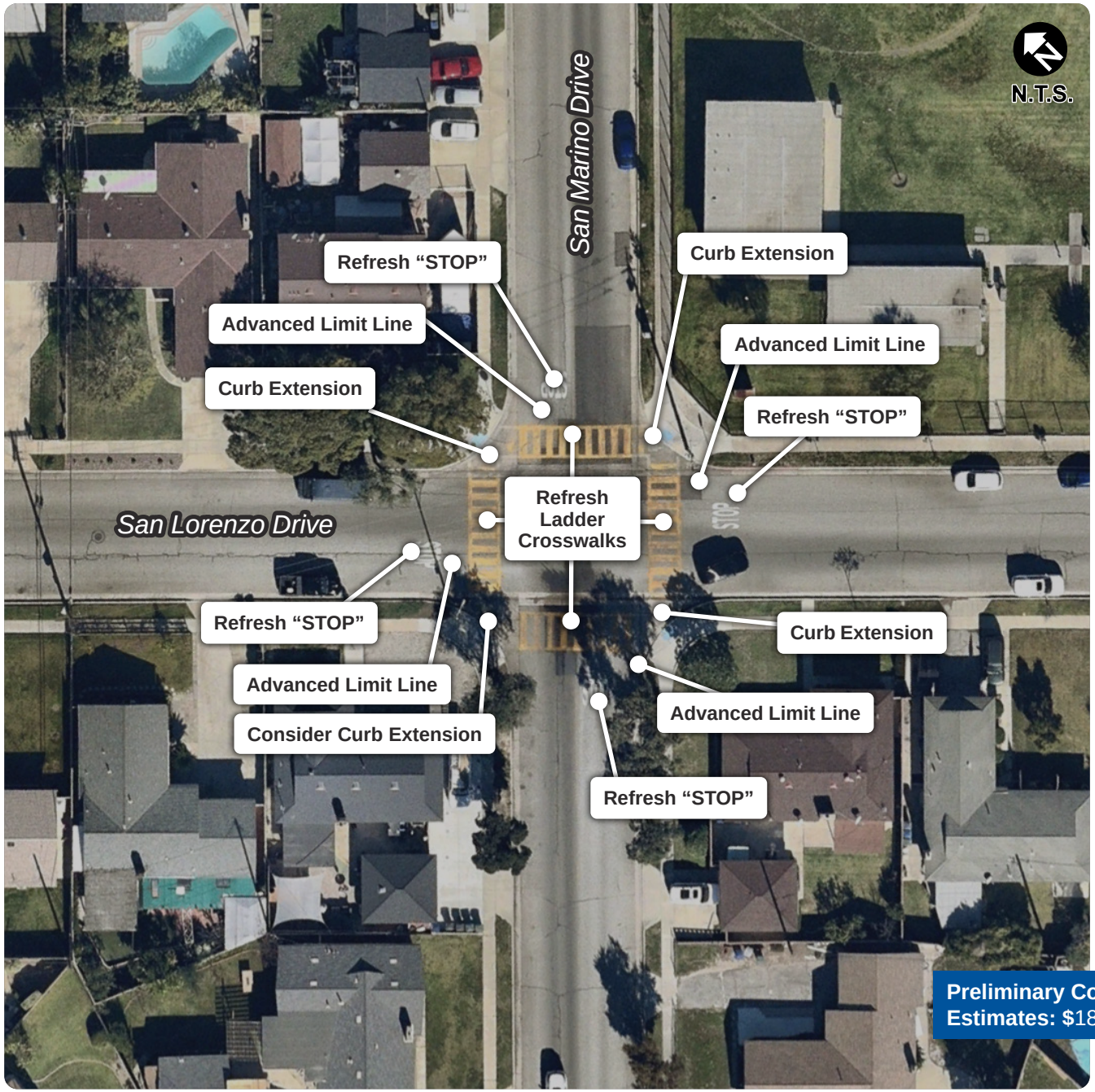
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

San Lorenzo Drive and San Marino Drive



Preliminary Cost Estimates: $184,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
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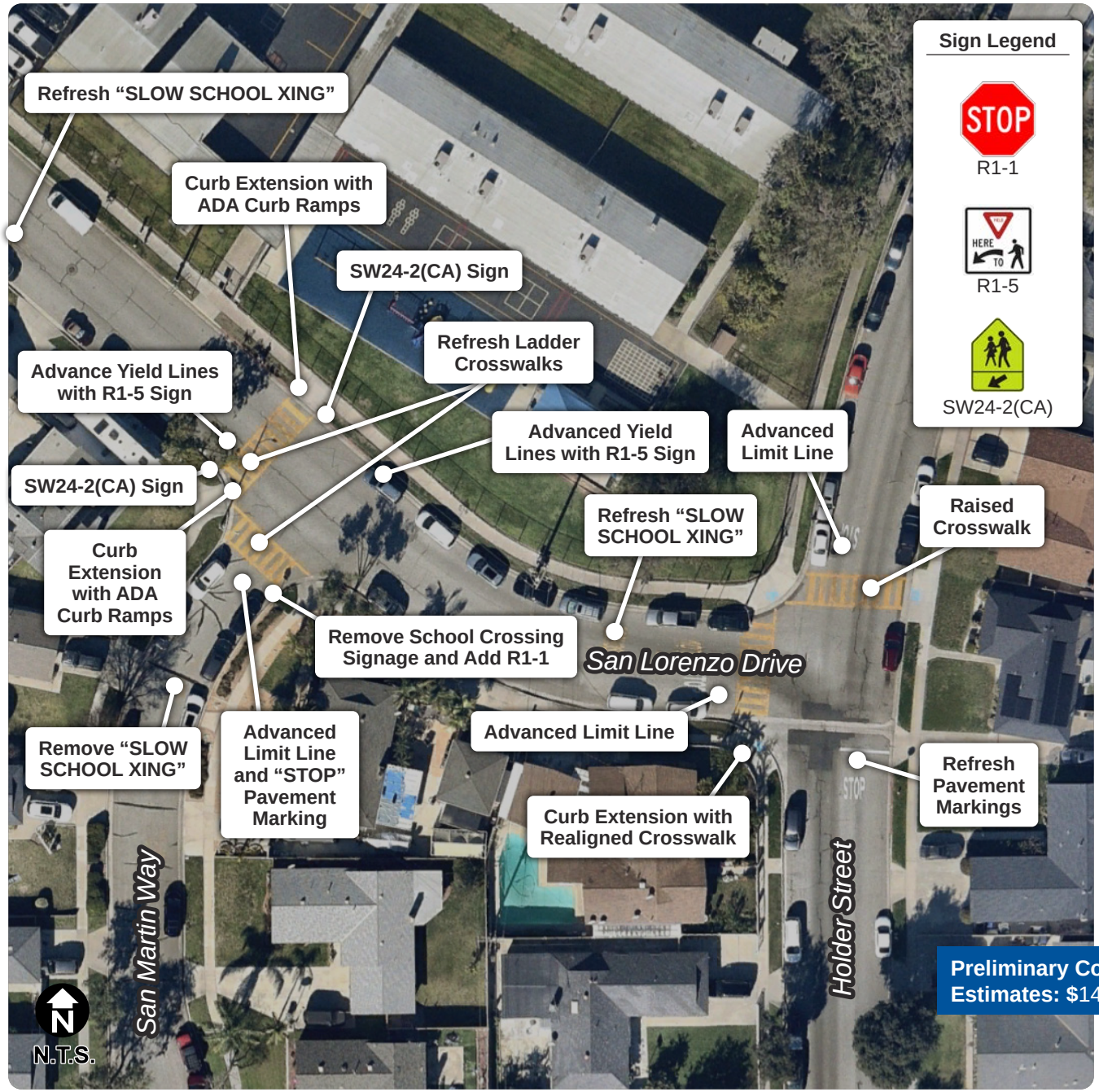
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Holder Street and San Lorenzo Drive | San Martin Way and San Lorenzo Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
Buena Park, CA 90620

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and San Hernando Way



Preliminary Cost Estimates: $68,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

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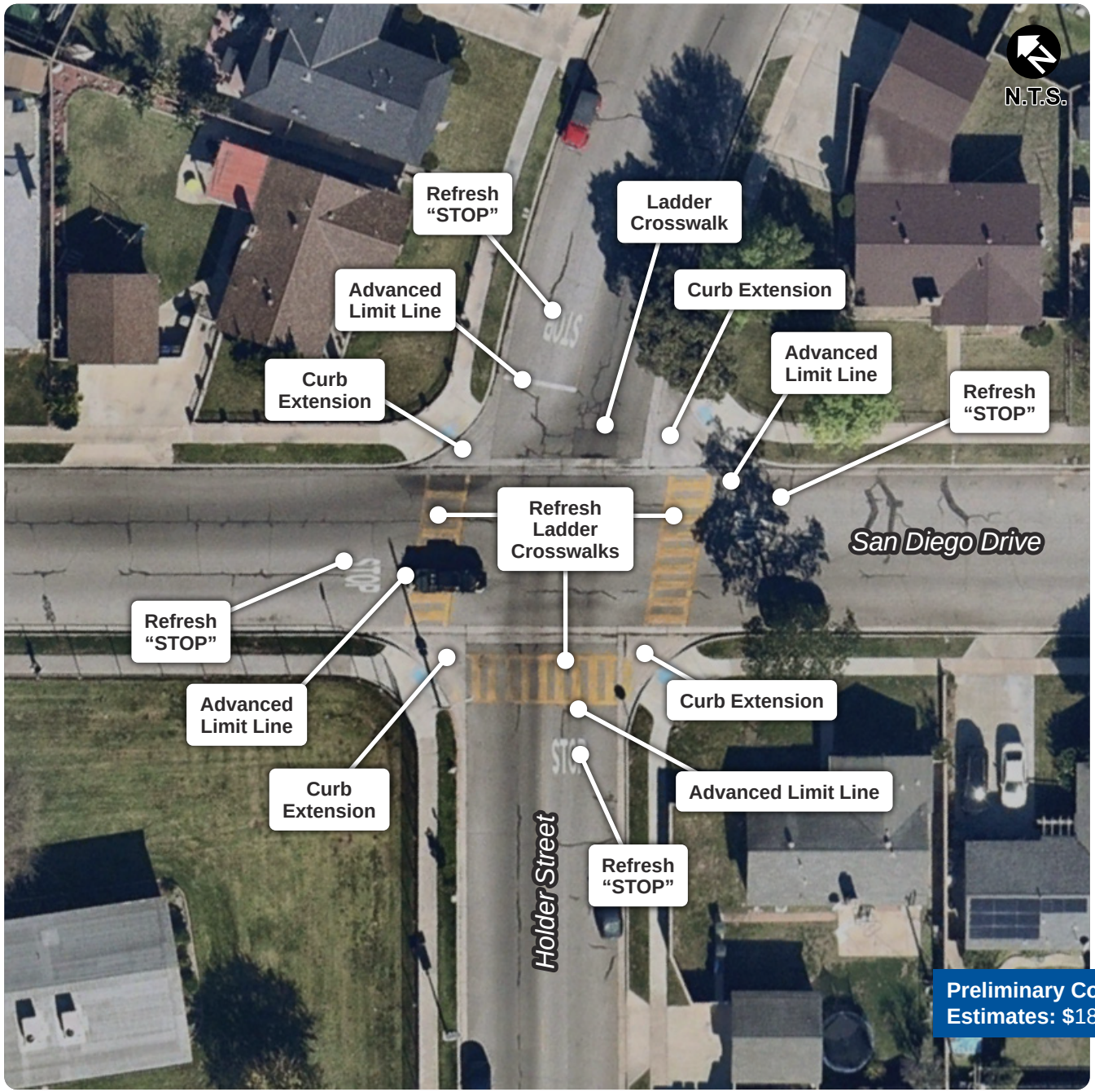
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Holder Street and San Diego Drive



Preliminary Cost Estimates: $183,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

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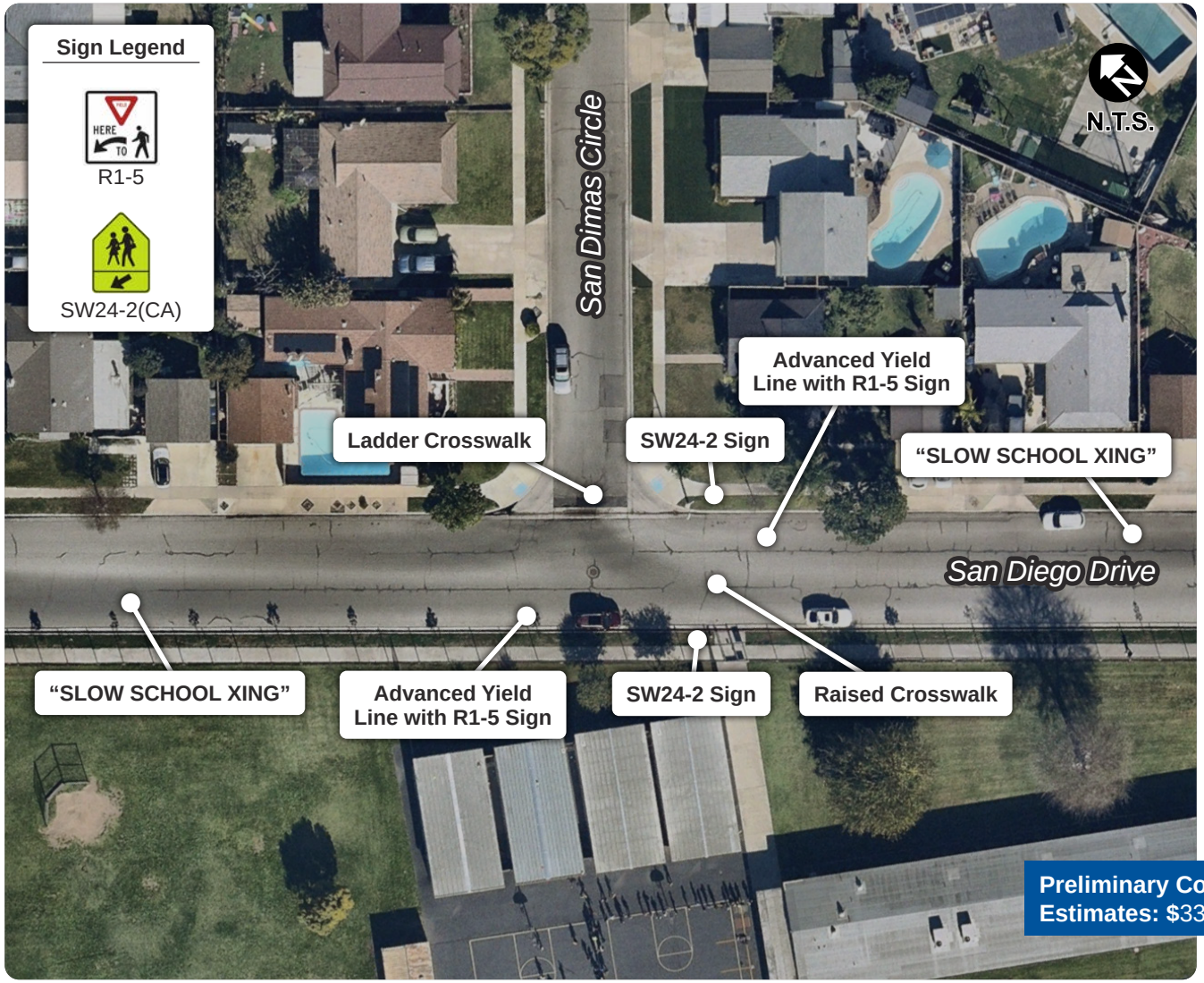
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

San Dimas Circle and San Diego Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

BUENA TERRA ELEMENTARY SCHOOL

8299 Holder Street,
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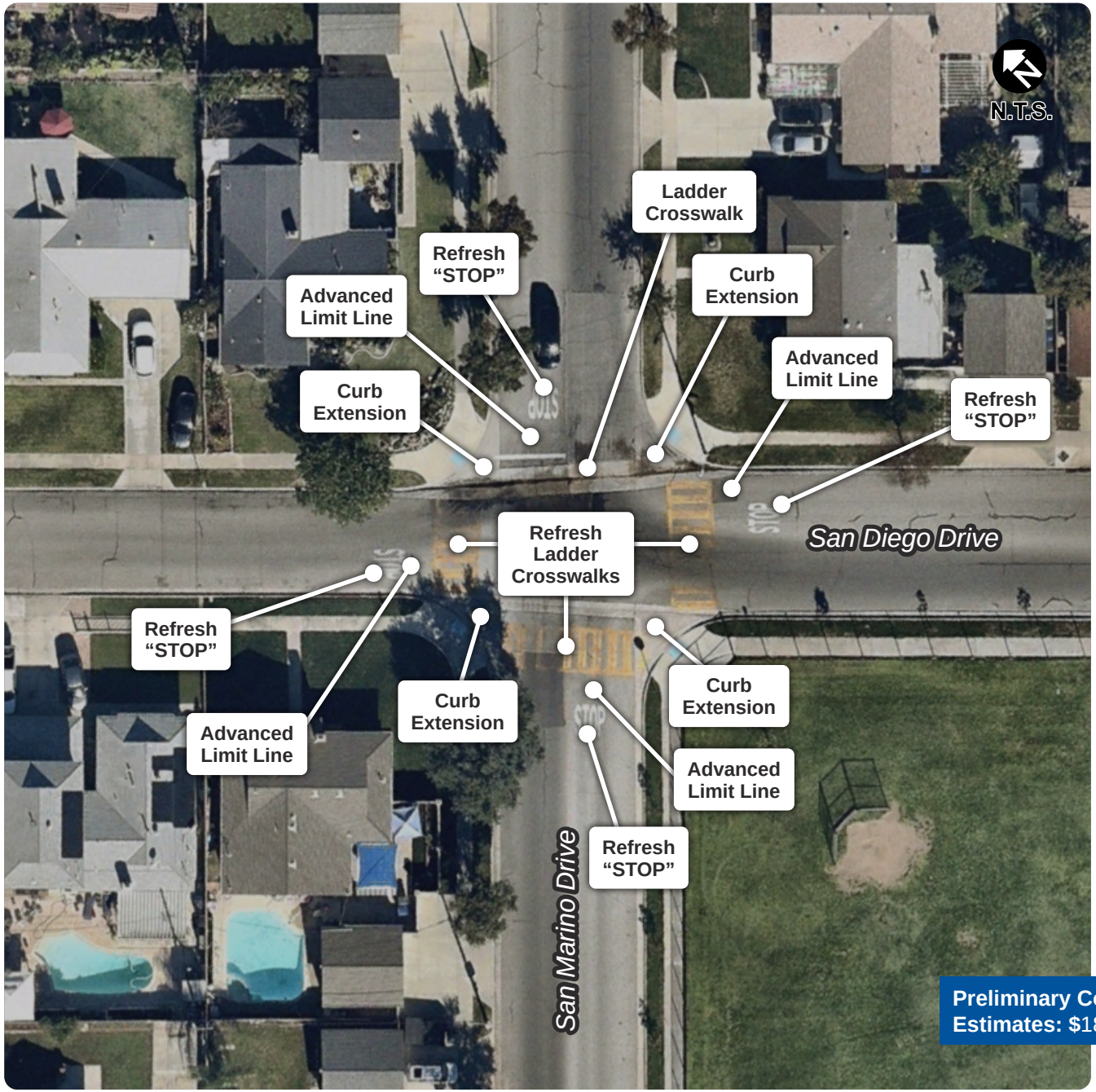
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

San Diego Drive and San Marino Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

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8299 Holder Street, Buena Park, CA 90620

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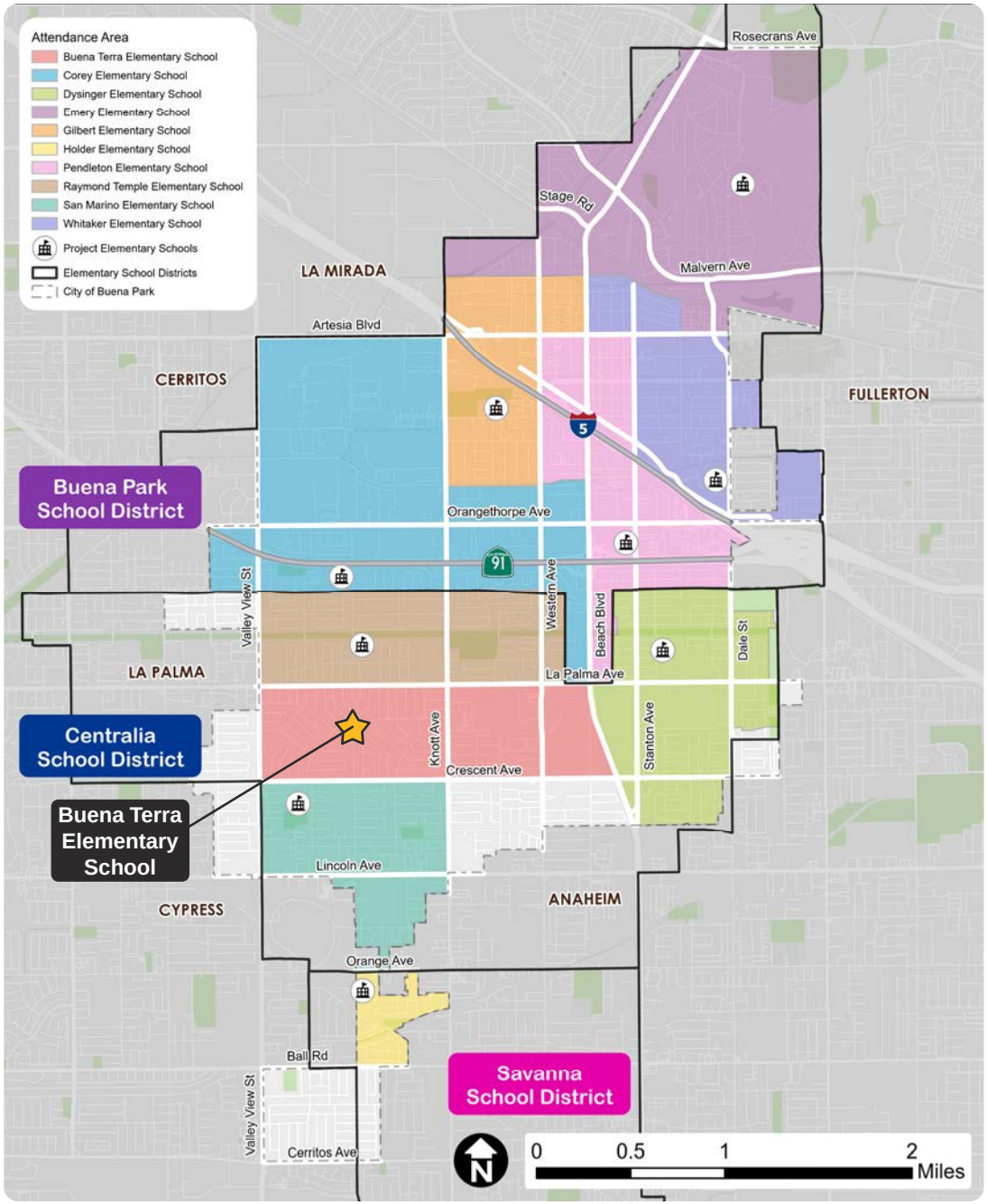
Contact Information

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Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive, Buena Park, CA 90620 | Centralia Elementary School District

March 2026

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
Buena Park, CA 90620

March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview



Dysinger Elementary gives all students from Kindergarten through 6th grade a chance to reach their full academic, social, and emotional potential.

What's Unique About Us

Dysinger Dragons are noted for their **FIRE**:
F: Focused on safety.
I: Acting with Integrity.
R: Being Respectful and Responsible.
E: Being Engaged learners.

At Dysinger Elementary, our mission is to foster a nurturing and inclusive environment where every student flourishes academically, socially, and emotionally. We are dedicated to providing a well-rounded education that emphasizes academic excellence, character development, and a lifelong love for learning. Through innovative teaching strategies and strong partnerships between home and school, we continue to empower our students to reach their fullest potential.

Special Clubs and Groups

- **Science Olympiad:** A competitive academic team for students interested in science and engineering.
- **Superintendent's Cup for Cybersecurity:** A specialized group participating in district-wide technology competitions.
- **Career Con:** An exploratory group focused on future careers and professional skills
- **Dragon Ceremony:** A periodic event celebrating students who exhibit specific character traits.
- VAPA Showcase

2024–2025 School Snapshot

- **468** student enrollment
- **65.8%** of students are eligible for free or reduced-price meals (FRPM)



How are Dysinger Elementary students getting to school?

2025 Tally								
Number of Tallies	Number of Students Surveyed	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
16	378	7%	2%	21%	66%	2%	0%	1%

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
Buena Park, CA 90620

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BUENA PARK SAFE ROUTES TO SCHOOL

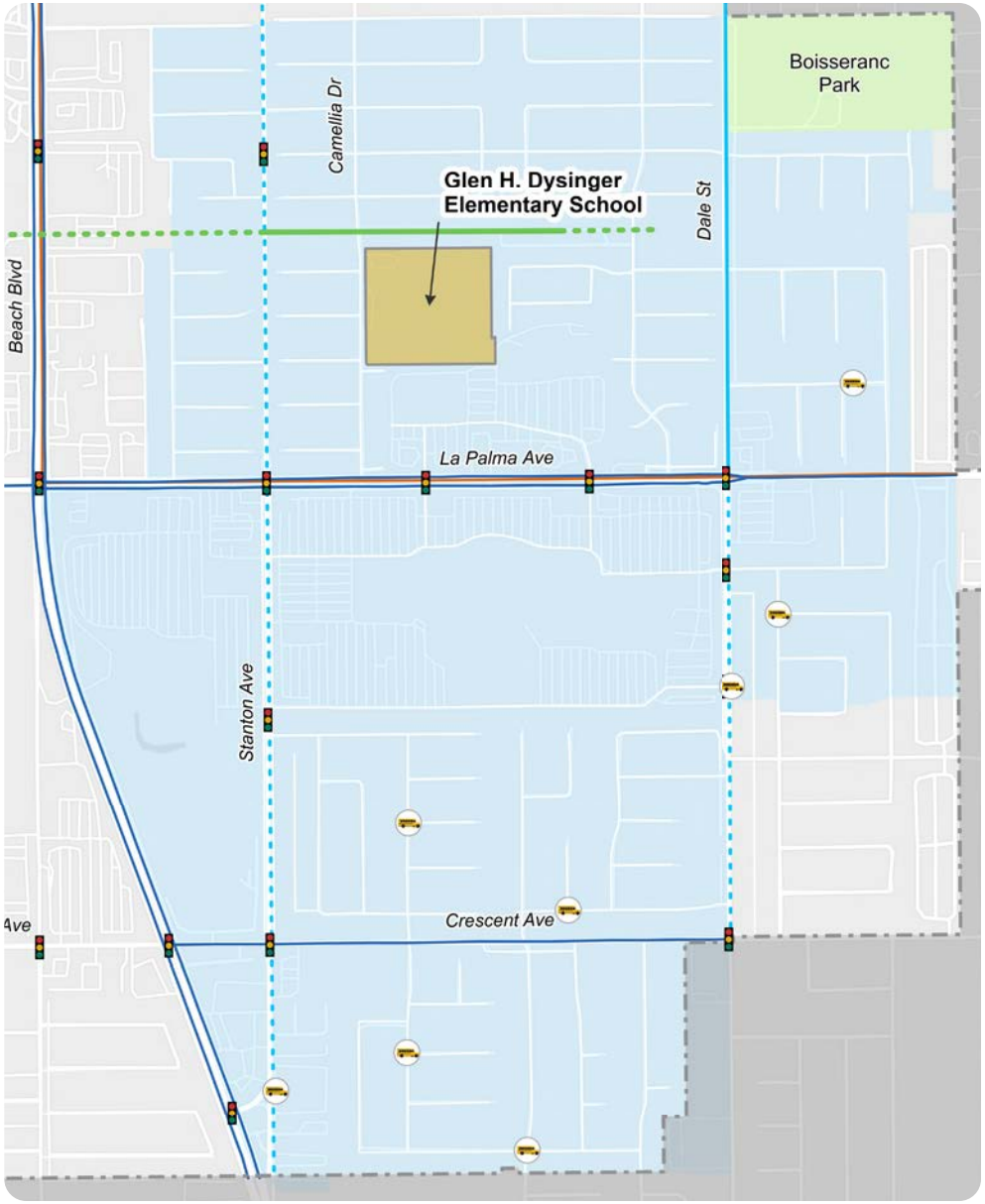
School Enrollment Area



- Crossing Guard Location
- Designated Parking
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate

- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Existing Class I: Bike Path
- Existing Class II: Bike Lane
- Proposed Class I: Bike Path
- Proposed Class II: Bike Lane

N Miles 0 0.15 0.3



Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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March 2026

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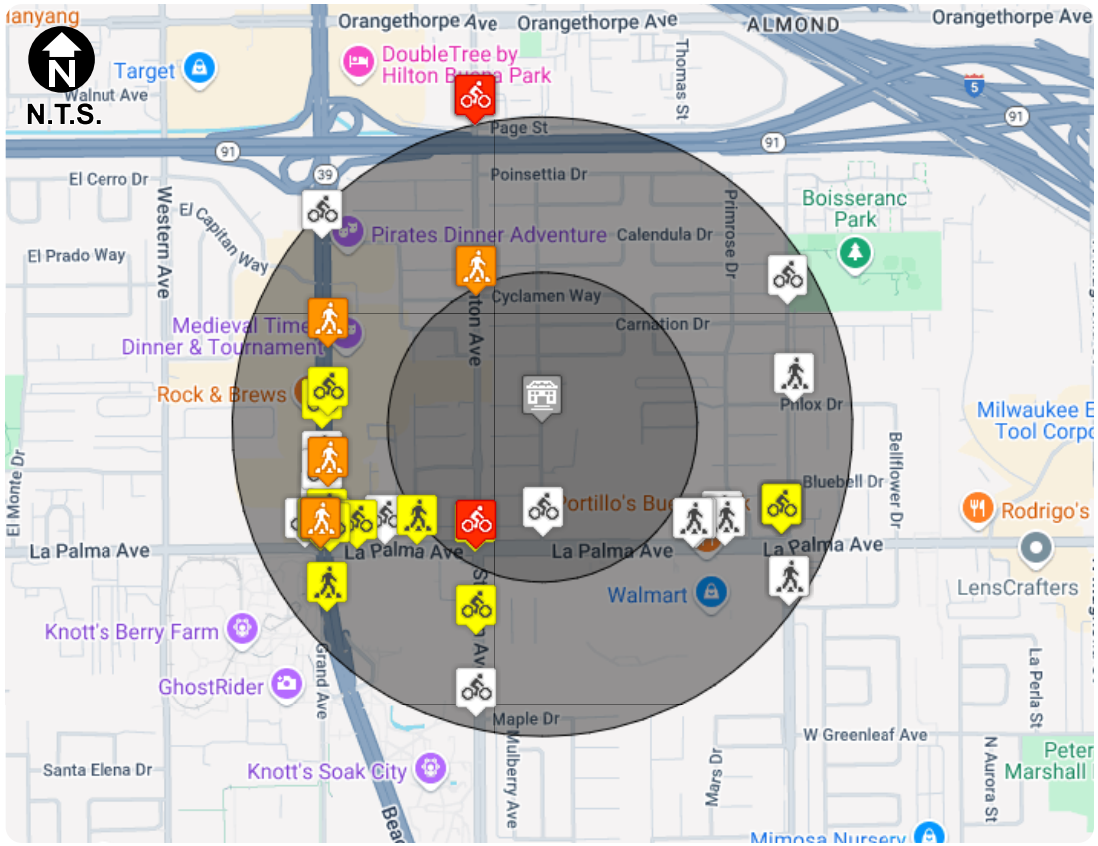
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- The sidewalk is narrow (4'), making it difficult for two people to walk together side by side. Consider reducing the parkway width to expand the sidewalk to allow parents to walk with multiple children.
- The ramp at Callalily Circle is not ADA-compliant.
- There are no marked bicycle facilities.
- At least one instance of a driver parked in the right-turn pocket along Camellia Drive who left car unattended.
- There is limited shade. Parents wait under the trees in front of the school during pick-up period.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	1	1	1	2	2	3	**5**
1/4 – 1/2 mi.	1	4	15	2	22	20	**42**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

RECOMMENDATIONS

The Dysinger Elementary School community might like to work with the Centralia Elementary School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 13

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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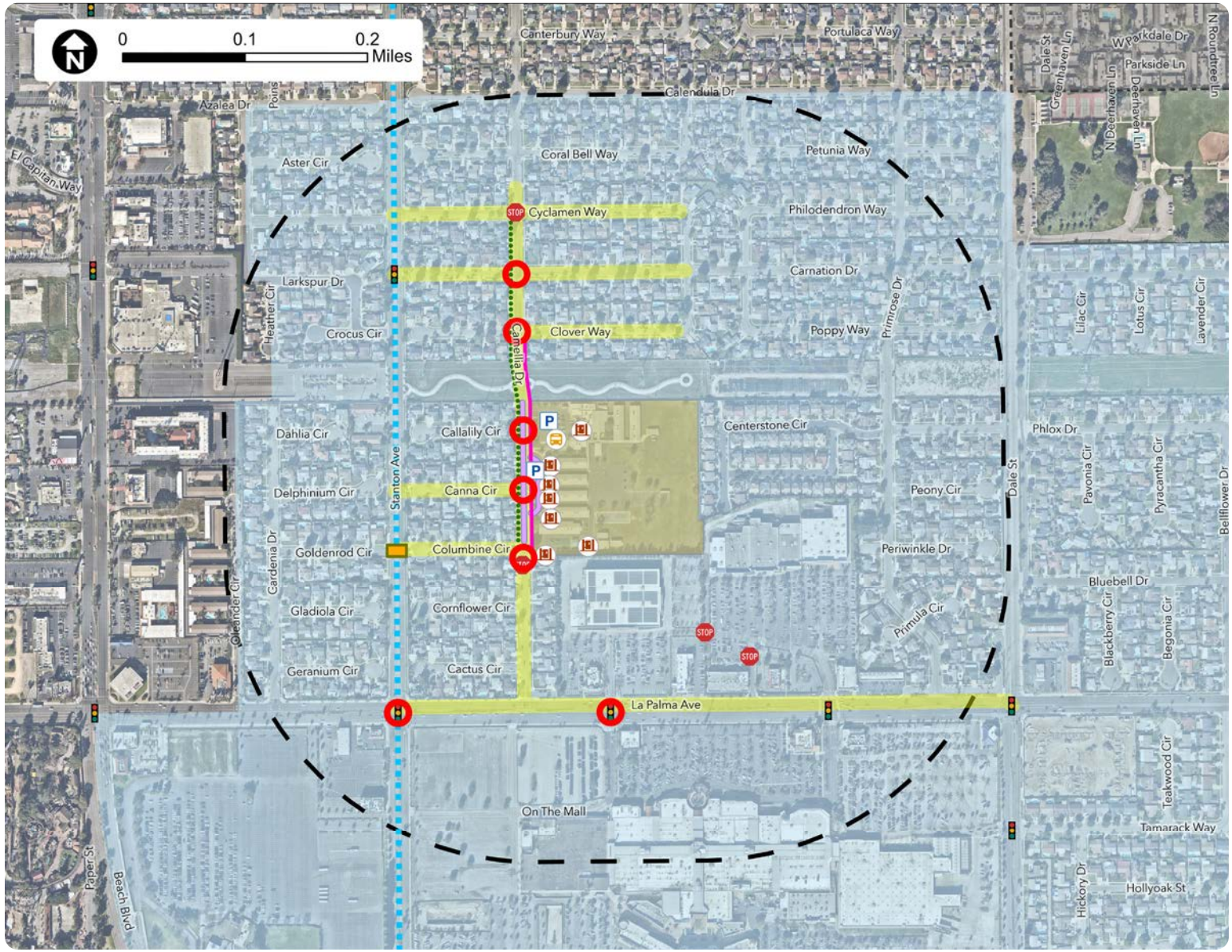
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BUENA PARK
SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY SEGMENT



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- Signal
- School Parking
- Bus Loading Zone
- All-Way Stop
- Rectangular Rapid Flashing Beacon (RRFB)
- City of Buena Park

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Shade Trees / Landscaping
- Intersection Improvements
- Class II Bike Lane

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

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SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Camellia Drive and Carnation Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Camellia Drive and Clover Way



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

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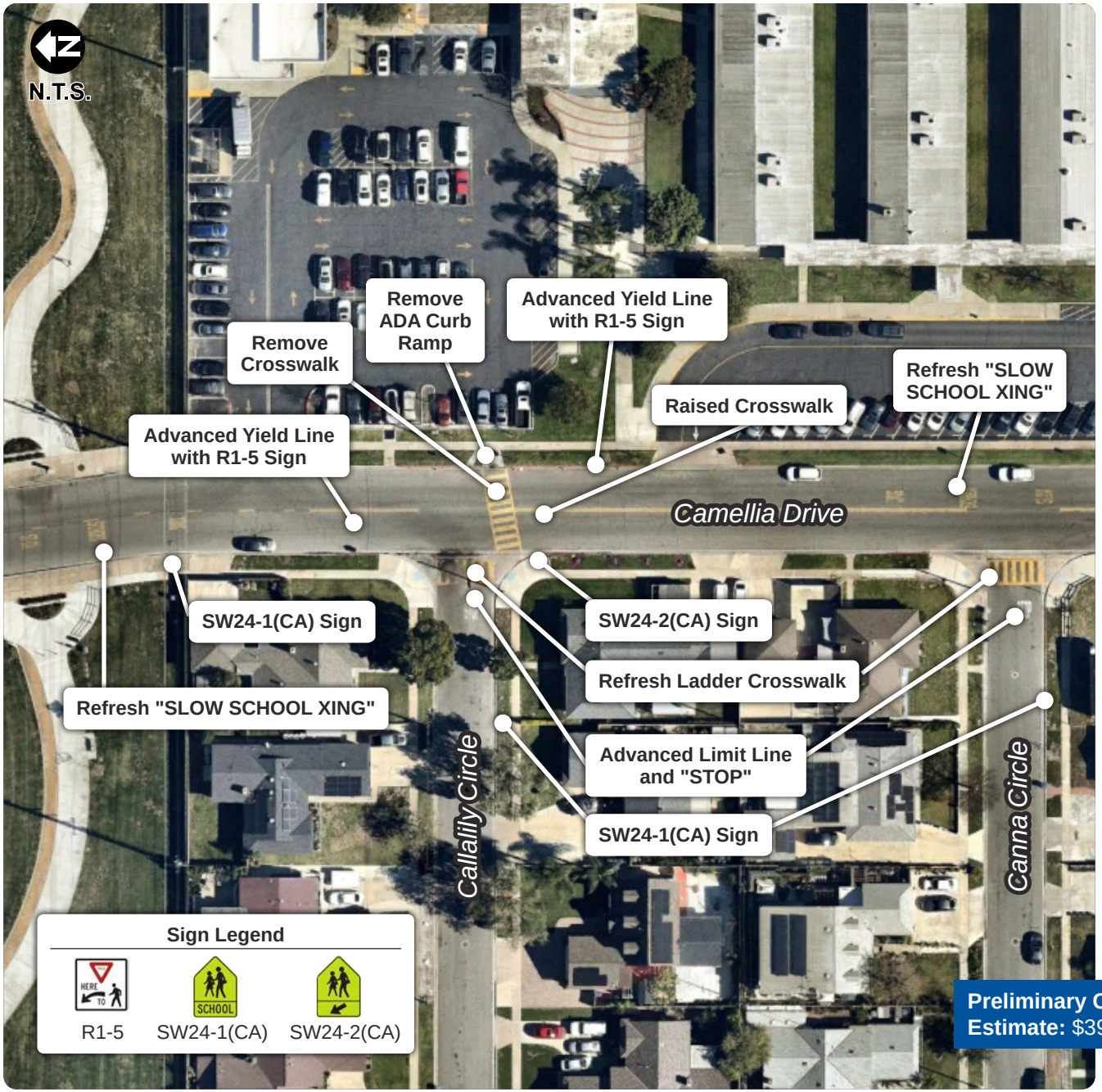
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BUENA PARK
SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Camellia Drive and Callalily Circle | Camellia Drive and Canna Circle



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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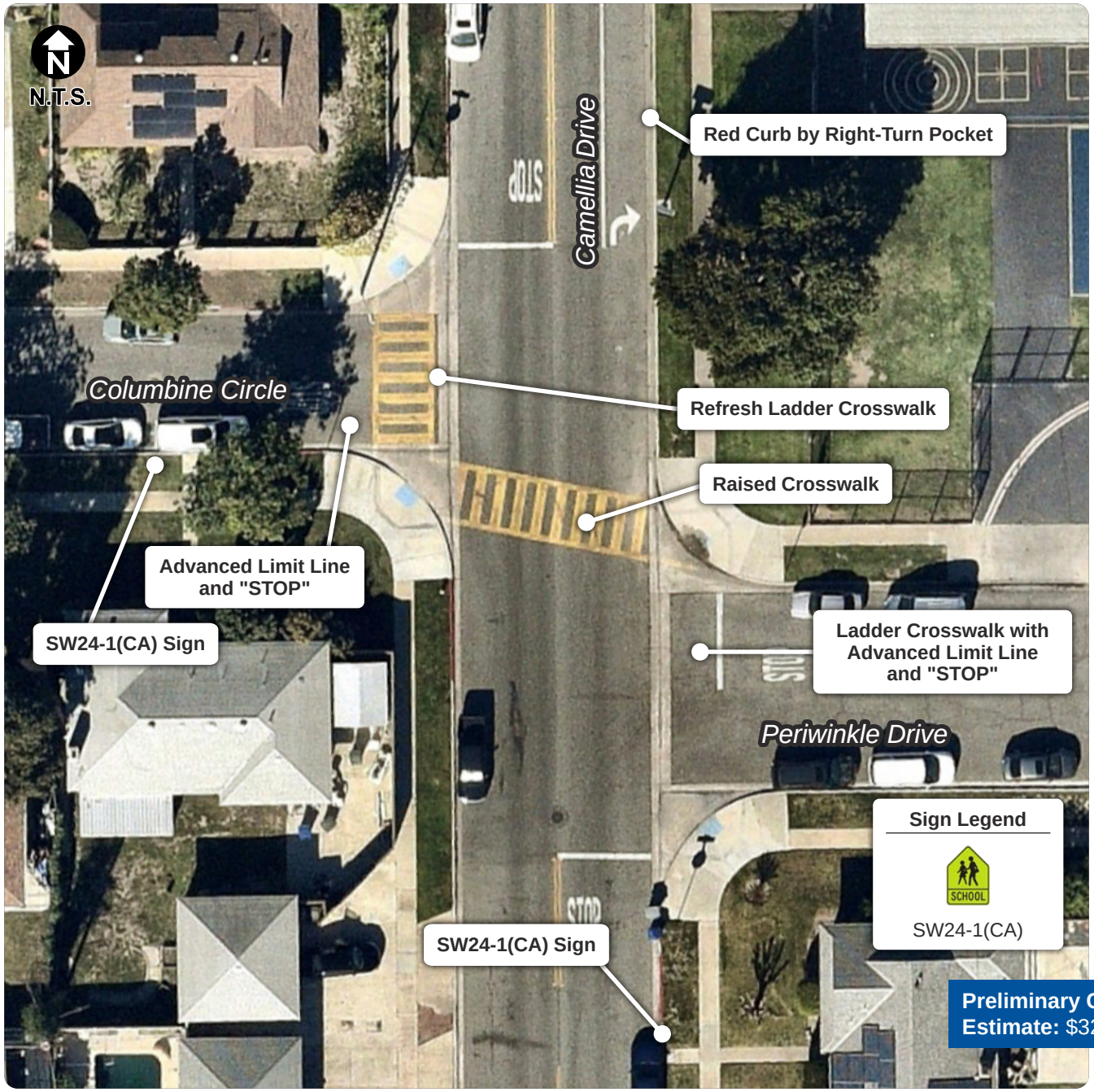
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Camellia Drive and Columbine Circle/Periwinkle Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Stanton Avenue and La Palma Avenue



Preliminary Cost Estimate: $6,000

Note: This intersection has Leading Pedestrian Interval (LPI), APS Push Button and Pedestrian Countdown Signal Heads installed through a Citywide HSIP. Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive,
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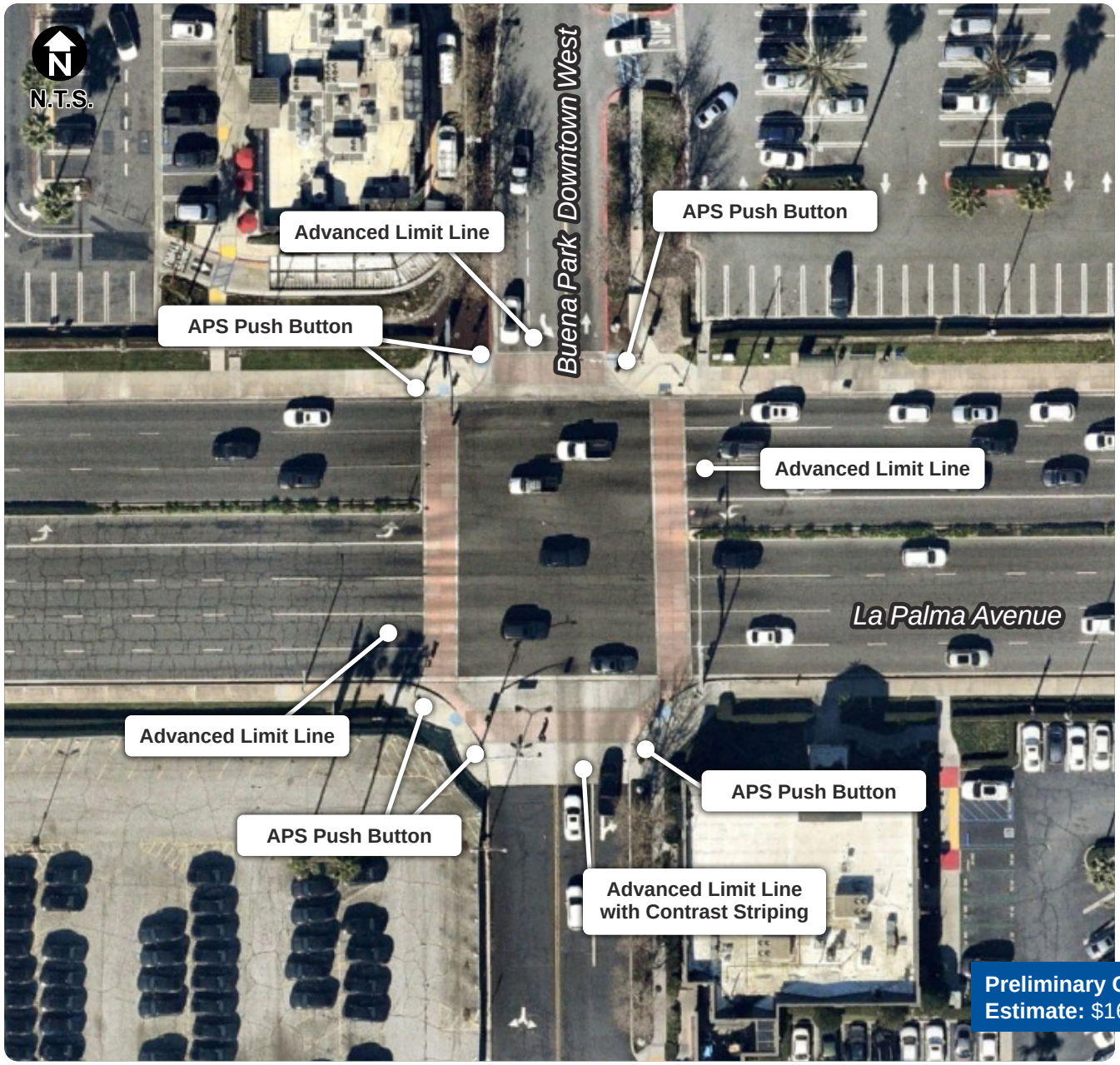
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INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Buena Park Downtown West and La Palma Avenue



Preliminary Cost Estimate: $16,000

Note: This intersection has Leading Pedestrian Interval (LPI), APS Push Button and Pedestrian Countdown Signal Heads installed through a Citywide HSIP. Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

DYSINGER ELEMENTARY SCHOOL

7770 Camellia Drive, Buena Park, CA 90620

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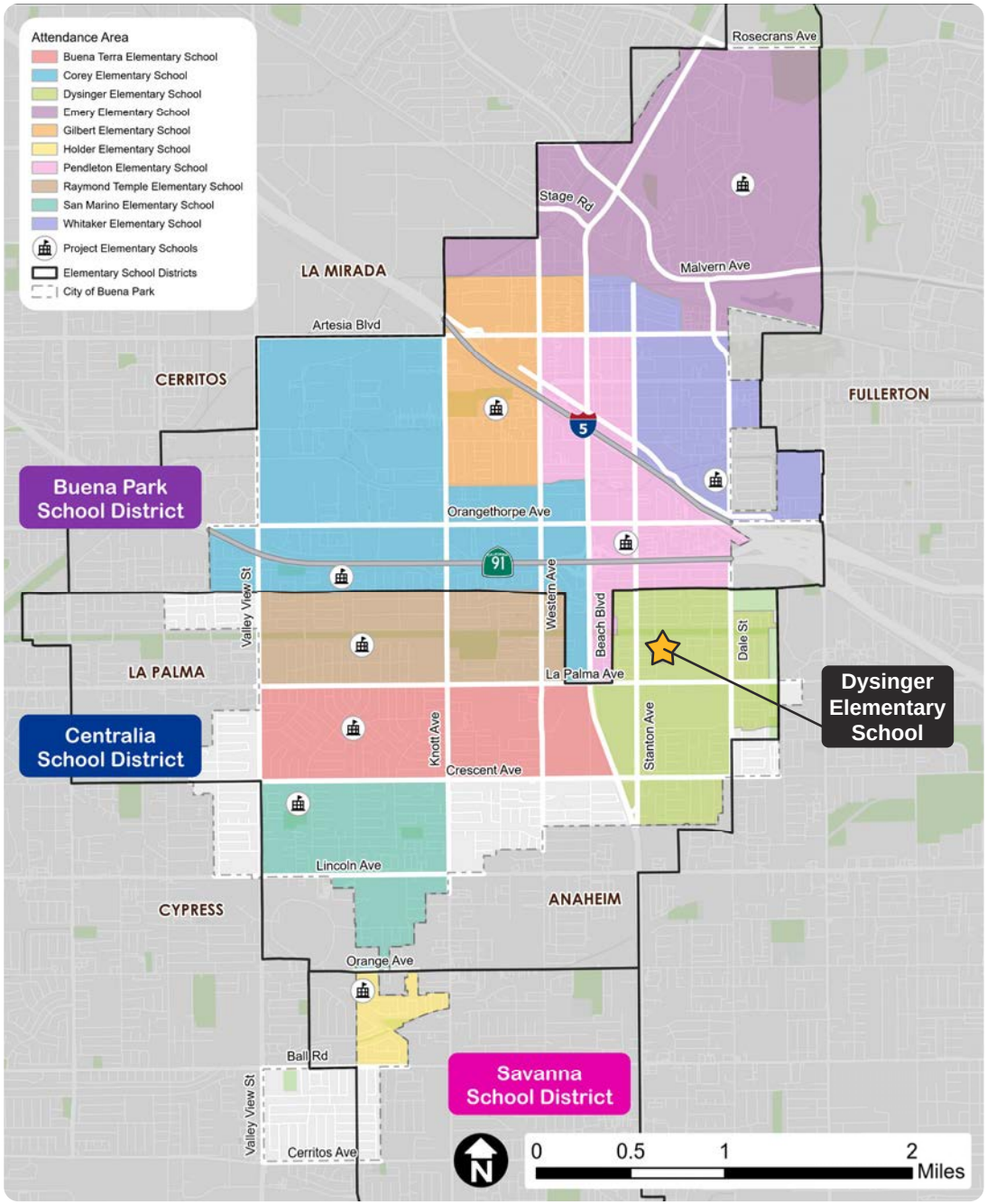
CONTACT INFORMATION

Ready to join the Safe Routes adventure or have questions? Reach out to Norm Wray at the City of Buena Park Public Works Department:

Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street, Buena Park, CA 90620 | Centralia Elementary School District

March 2026

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street,
Buena Park, CA 90620

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview



Raymond Temple Elementary emphasizes four primary values for all students from Pre-Kindergarten through 6th grade: Rigor, a Growth Mindset, Relationships, and an Ethic of Caring.

What's Unique About Us

Raymond Temple is a school where ALL students grow Academically, Socially and Emotionally in a safe, encouraging environment.

Raymond Temple Elementary School is helping children experience the joy of learning rigorous academic skills. In Raymond Temple's nurturing environment, staff will educate the whole child by using innovative practices to develop skills, knowledge, and values promoting curiosity and a growth mindset among our students. Students are learning to be leaders who seek to understand real issues. For example, students engage in innovative, hands-on projects that foster critical thinking, incorporate the use of artificial intelligence and 3-D modeling, and participate in sustainability-themed projects. Students are learning to become leaders who use literacy, mathematics, and science to address real issues in their community and in the world.

Special Clubs and Groups

- **Expanded Learning Program (After-School):** This comprehensive program includes homework assistance, STEM projects, arts and crafts, and recreational games.
- **VAPA (Visual and Performing Arts):** Students participate in specialized groups for music and performing arts.
- **District Honor Orchestra:** High-achieving music students may represent the school in the district-wide honor orchestra.
- **Innovation & Tech Groups:** Students engage in specialized, hands-on groups for Robotics, 3D Modeling, and Sustainability-themed projects.
- **Leadership Programs:** The school fosters student leadership through projects that use literacy and science to address real-world community issues.
- **Raymond Temple PTA:** A highly active group that funds and organizes Field Trips, Assemblies, and family events like the Valentine Dance and Kona Ice fundraisers

2024–2025 School Snapshot

- **431** student enrollment
- **78.2%** of students are eligible for free or reduced-price meals (FRPM)

How are Raymond Temple Elementary students getting to school?

2025 Tally								
Number of Tallies	Number of Students Surveyed	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
31	804	9%	0%	3%	85%	1%	1%	4%

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Enrollment Area

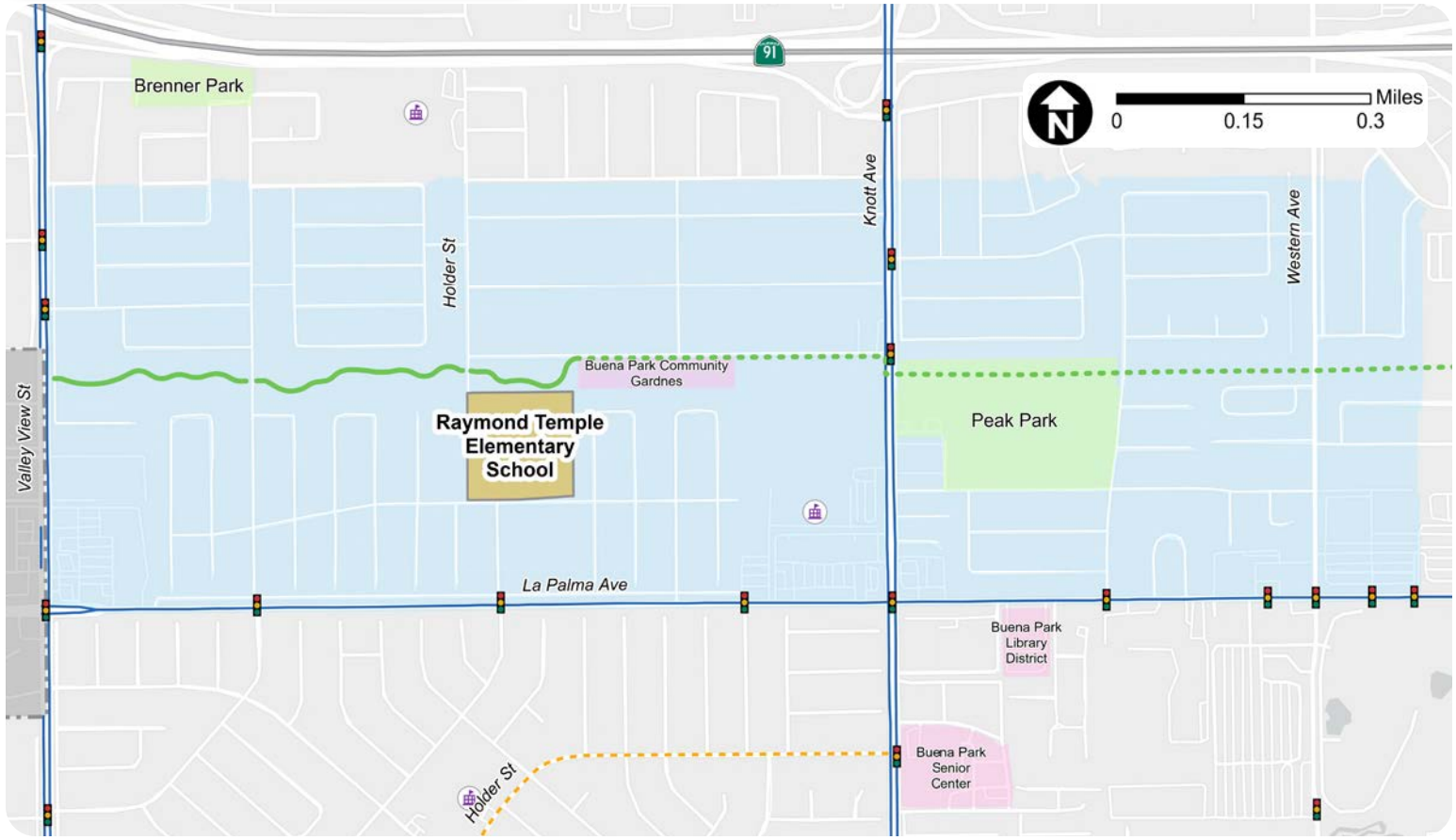


School Bus Pickup-Dropoff Location

School Gate

Focus School
Attendance Area
Other Project Schools
City Border
Parks
City Facilites

OCTA Bus Route
Signals
Existing Class I: Bike Path
Proposed Class I: Bike Path
Proposed Class III: Bike Route
Proposed Class IV: Bikeway



Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street,
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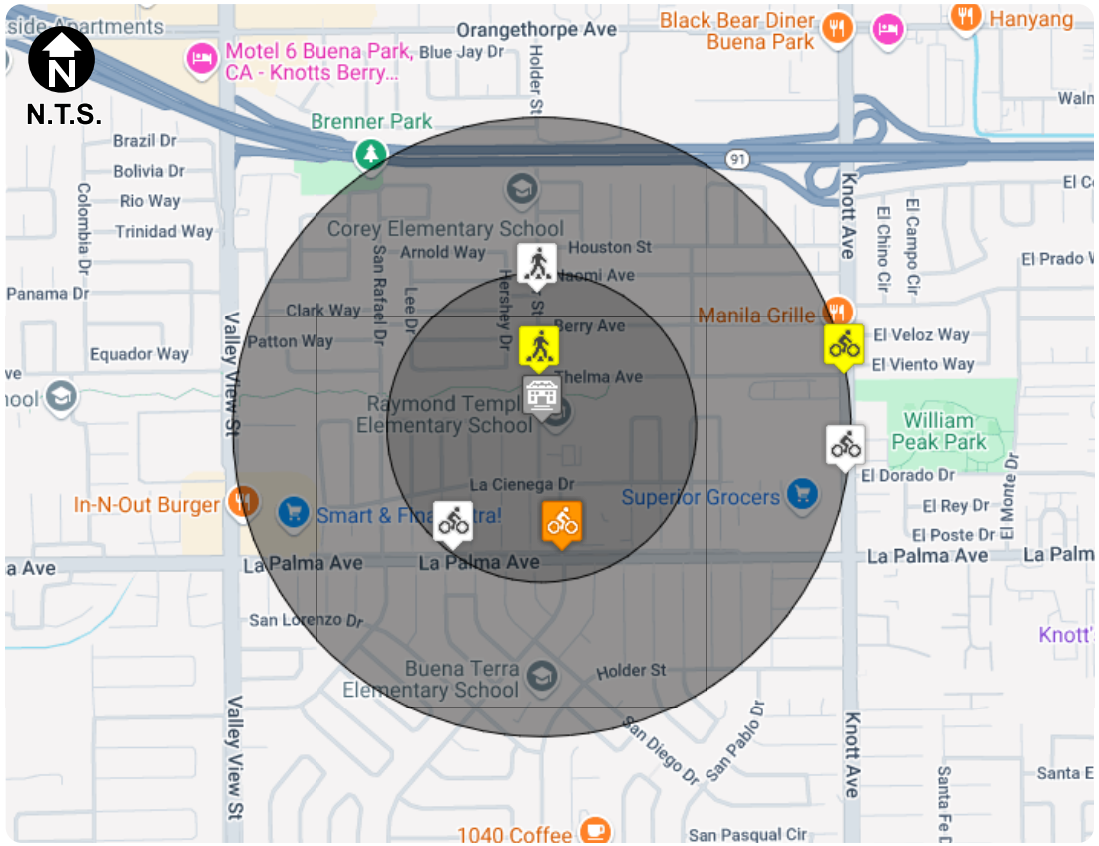
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- Although sidewalks are wider in front of the school, generally they are narrow (4'), making it difficult for two people to walk together side by side.
- Holder Street and La Cienega Drive crosswalks lead to a driveway.
- There are no marked bicyle facilities.
- There are few trees and minimal shade.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	1	2	3	2	4	**6**
1/4 – 1/2 mi.	0	0	1	1	0	2	**2**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

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BUENA PARK SAFE ROUTES TO SCHOOL

RECOMMENDATIONS

The Raymond Temple Elementary School community might like to work with the Centralia Elementary School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
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- **Golden Sneaker Awards**
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- **Annual safety presentation to students**
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Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 11

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street,
Buena Park, CA 90620

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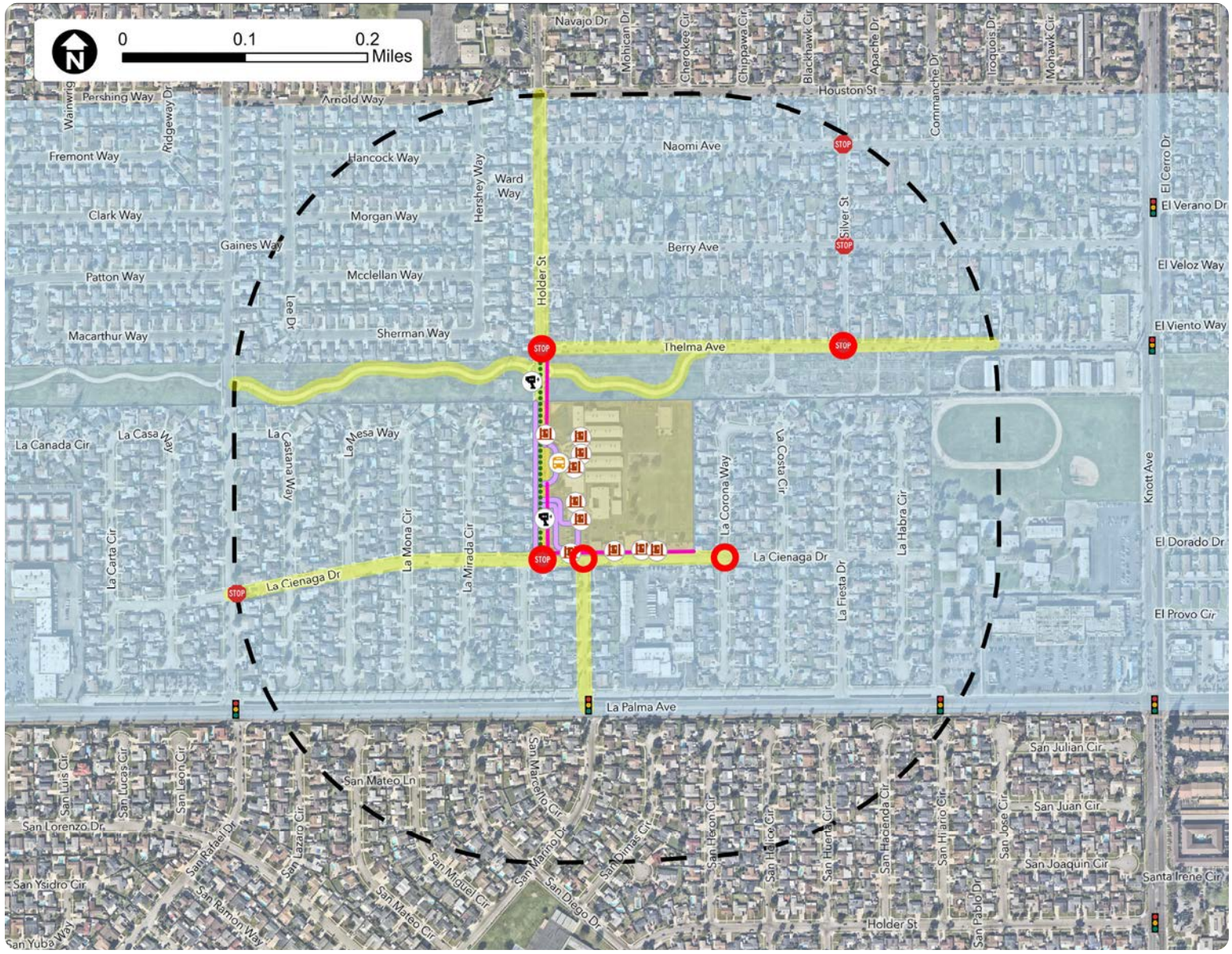
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- Signal
- Speed Feedback Sign
- Bus Loading Zone
- All-Way Stop

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Shade Trees / Landscaping
- Intersection Improvements

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

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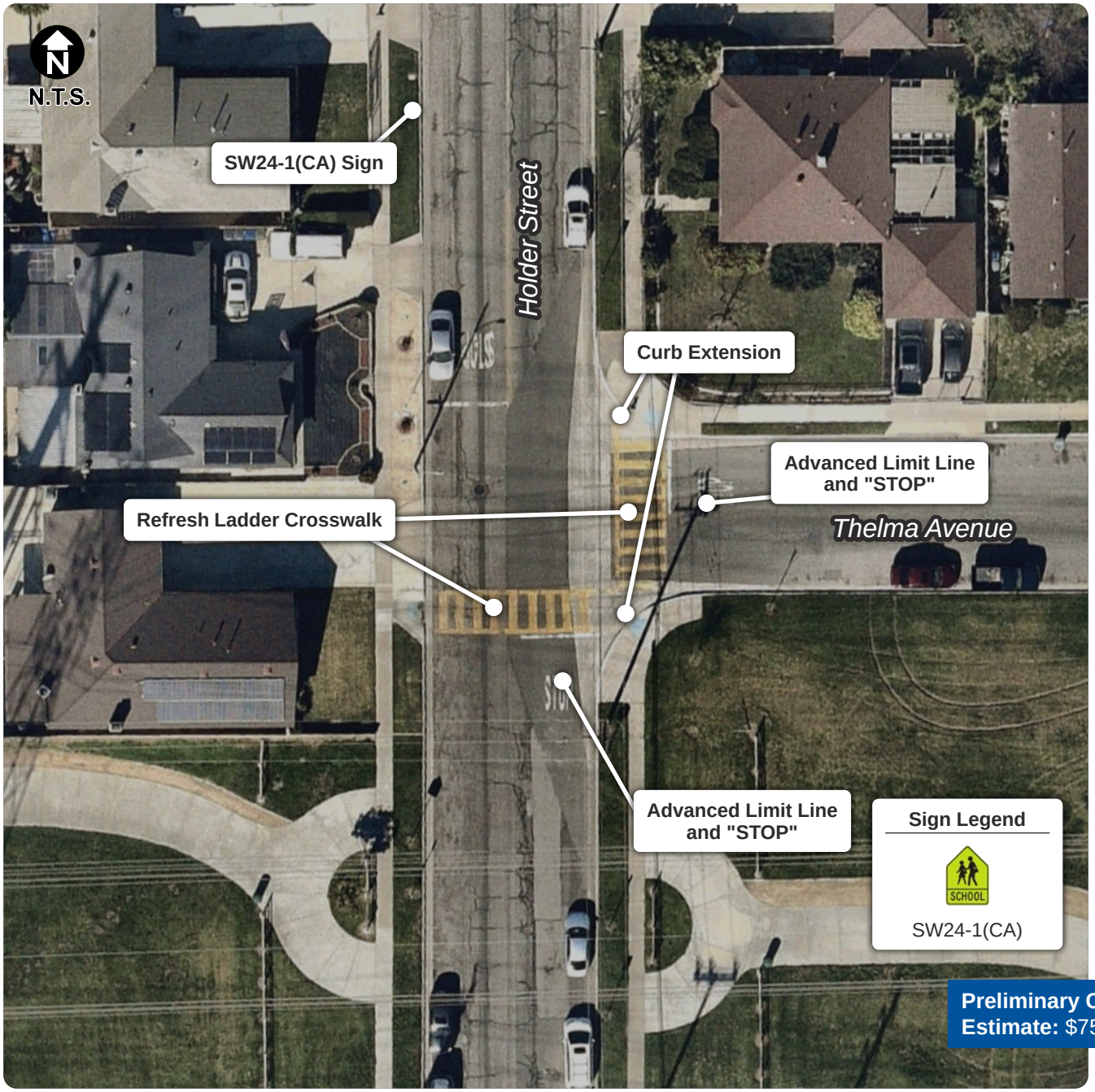
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Thelma Avenue



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Silver Street and Thelma Avenue



Preliminary Cost Estimate: $31,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

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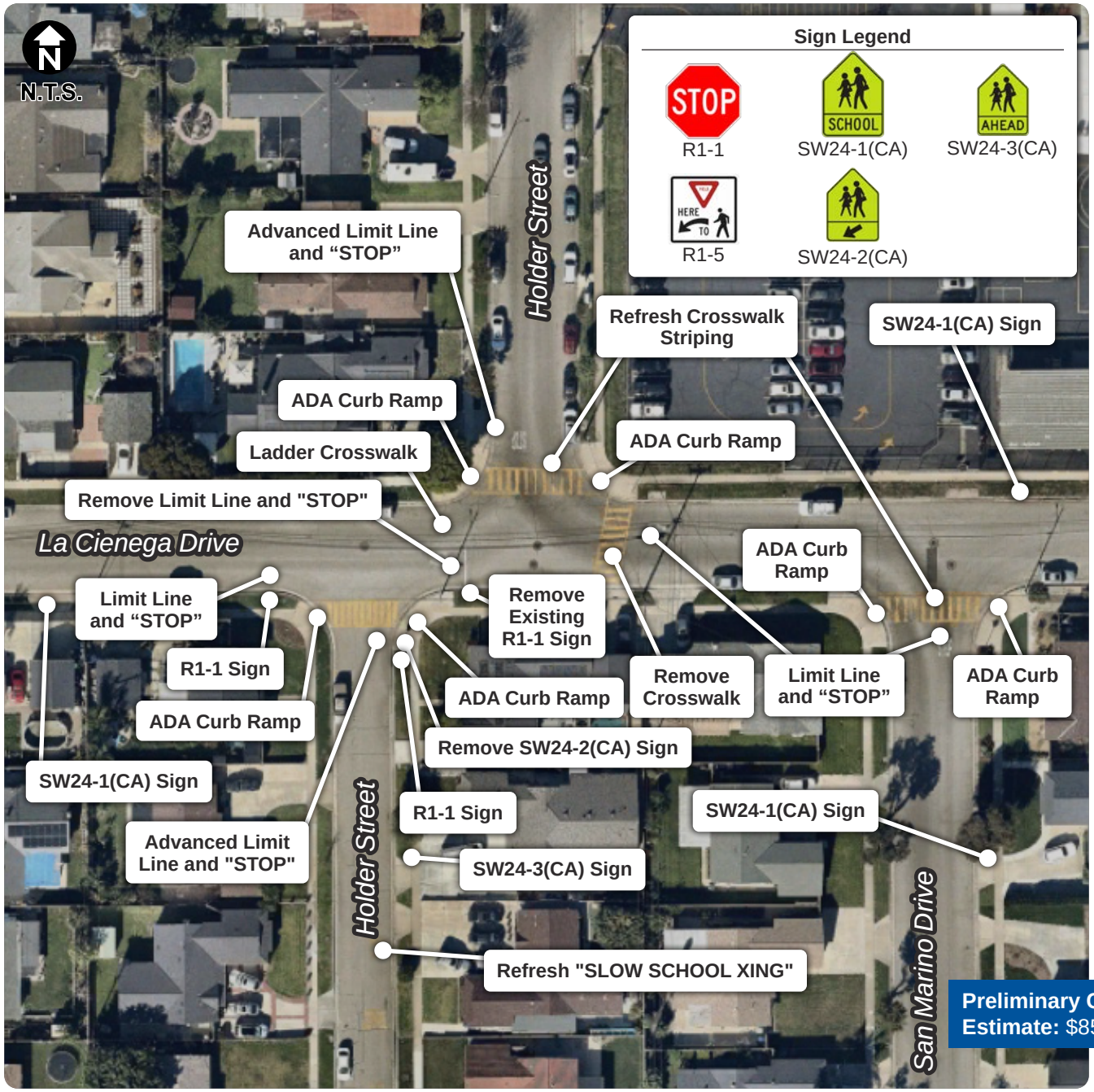
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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

La Cienega Drive and Holder Street | La Cienega Drive and San Marino Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

RAYMOND TEMPLE ELEMENTARY SCHOOL

7800 Holder Street,
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INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

La Corona Way and La Cienega Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Centralia Elementary School District

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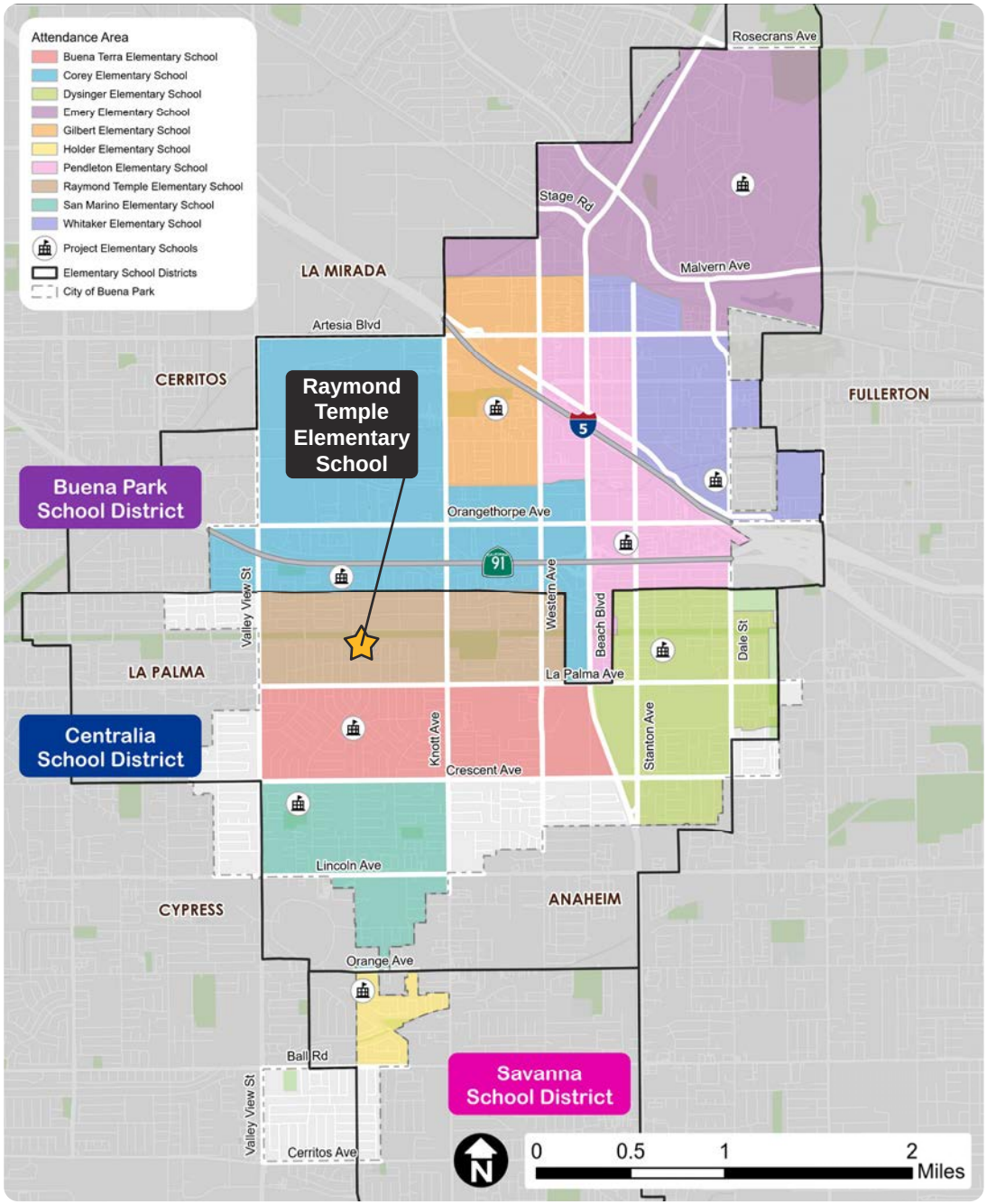
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Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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BUENA PARK HIGH SCHOOL

8833 Academy Drive, Buena Park, CA 90621 | Fullerton Joint Union High School District

March 2026

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive,
Buena Park, CA 90621

March 2026

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BUENA PARK
SAFE ROUTES TO SCHOOL

School Overview

Buena Park High School promotes Triple A Excellence in Academics, Arts, and Athletics for all students from 9th through 12th grade.

What's Unique About Us

Rise Up: This central acronym guides student behavior and expectations, standing for **R**espect, **I**ntegrity, **S**ervice before self, and **E**xcellence in all endeavors.

BP (Early College) Academy: in partnership with local colleges, BPHS students are able to enroll as college students, in college classes, and receive college support embedded during their regular school day, earning both UC-/CSU-transferable college credit while meeting their high school graduation requirements. This unique, innovative design provides high school students with structured, daily support while beginning their college journey, without having to take and pass AP tests.

AP Capstone Diploma: an innovative and prestigious diploma program that includes (2) unique 1-year courses, AP Seminar and AP Research. The program allows students to immerse themselves in topics that personally matter to them while developing the analytic, research, problem-solving, and communication skills that colleges seek in the applicants.

CAVPA: (Coyote Academy of Visual and Performing Arts): Fine and Performing Arts pathways that include all five branches of the arts: Band & Orchestra, Vocal Music, Digital/Media Arts, Dance, Theater, and 2-D/3D fine art.

Agriculture Science Academy: BPHS is home to the #1 High School Agriculture Program in the Western USA, featuring a complete four-year science pathway capped by two-early college options: Veterinary Science and Horticulture.

Career Technical Education: With both an academic and skills-based focus, BPHS offers eight different CTE pathways: Ag Science, Culinary Art & Hospitality, Video Production, Visual Communications, AP Computer Science, Automotive Technology, Advanced Robotics & Automated Manufacturing (ARM), and Sports Medicine.

How are Buena Park High School students getting to school?

- **Walking:** A small number, estimated as up to 9% of students were observed walking to school, but no student tally was conducted to confirm a percentage.
- **Biking:** Some students were observed bicycling, but no student tally was conducted to confirm a percentage.
- **School or Transit Bus:** At least 10% are estimated to take a school bus or City transit, but no student tally was conducted to confirm a percentage.
- **Car Drop-Off/Pick-Up:** Approximately 70-75% of students are estimated to be dropped off by a vehicle. The percent of these trips that include more than one student is unknown.

2024–2025 School Snapshot

- **1,682** student enrollment
- **90.6%** of students are eligible for free or reduced-price meals (FRPM)



Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive,
Buena Park, CA 90621

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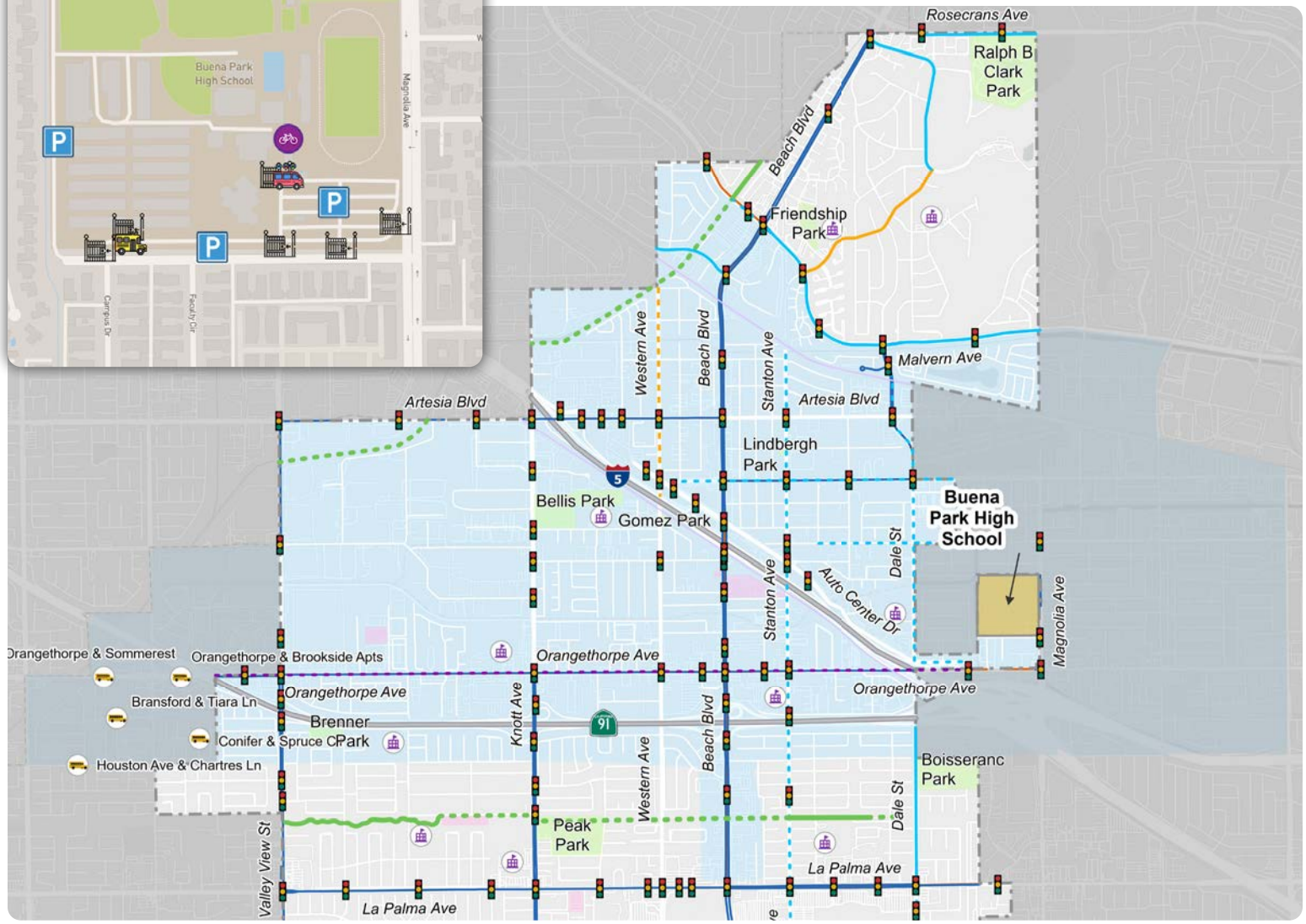
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BUENA PARK SAFE ROUTES TO SCHOOL

SCHOOL ENROLLMENT AREA



- Designated Parking
- School Bus Pickup-Dropoff Location
- Existing Bicycle Rack Location
- School Gate
- Parent Pickup-Dropoff Location



- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- LA Metro Bus Line
- Signals
- School Bus Stops
- Existing Class I: Bike Path
- Existing Class II: Bike Lane
- Existing Class III: Bike Route
- Proposed Class I: Bike Path
- Proposed Class II: Bike Lane
- Proposed Class III: Bike Route
- Proposed Class IV: Bikeway

N 0 0.5 1 Miles

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive, Buena Park, CA 90621

March 2026

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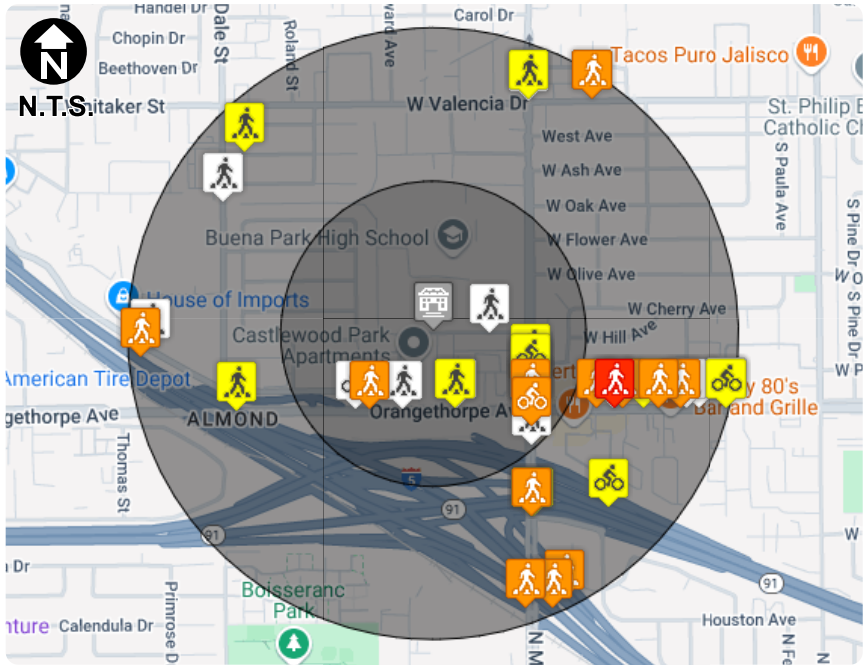
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/Community Input

- South sidewalk along Academy Drive is only 4' wide, making it difficult for two people to walk side-by-side.
- Magnolia Avenue and Orangethorpe Avenue are high-speed corridors, with little or no separation between travel lanes and the sidewalk.
- Pedestrian push buttons on Academy Drive and Magnolia Avenue are not APS (accessible pedestrian signals).
- There is no crosswalk near the bus stops along Magnolia Avenue, so students coming from the east side have to walk far to find a safe crosswalk.
- Curb ramps on the northwest corner of Magnolia Avenue and Academy Drive are not ADA-compliant.
- City is working on improving bicycle facilities through development of the Orangethorpe Complete Streets Planning Study.
- There are long vehicle delays at Campus Drive and Academy Drive due to continuous streams of students crossing the roadways.
- Transit stops have no benches or shelters.
- The closest crosswalk from the transit stop is approximately 400 to 600 feet away.
- Many motorists make U-turns along Academy Drive. One or two drivers were observed to be driving on the wrong side of the road.
- More shade trees are needed on Magnolia Avenue.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	3	5	10	9	9	**18**
1/4 – 1/2 mi.	1	10	9	7	20	7	**17**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive,
Buena Park, CA 90621

March 2026

View SRTS Master Plan Introduction

Kimley»Horn

REDMAN CONSULTING

BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

The Buena Park High School community might like to work with the Fullerton Joint Union High School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

The "E"s

ENGINEERING
Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

EVALUATION
Assess to determine which activities were the most successful and which should be improved for future programming

EQUITY
Benefit all students, with particular emphasis on communities that have been historically underserved

EDUCATION
Teach students and families the benefits of safe walking and biking skills

ENCOURAGEMENT
Encourage students and families to walk and bike to school through activities and events

ENGAGEMENT
Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships

To make the most out of existing infrastructure and potential new investments that could be delivered in the next few years, a range of activities is recommended to encourage more students to safely walk, cycle, roll, skate, or scoot to school. These ideas represent an initial set of recommended strategies, but the creative minds at Buena Park High School would put their own special stamp on whatever they choose to adopt. The recommendations are categorized into two areas:

- **Infrastructure** (covers Engineering)
- **Non-Infrastructure** (covers Other "E"s)

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive,
Buena Park, CA 90621

March 2026

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REDMAN CONSULTING

BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
  - Implemented annually in the classroom for 3 days

Optional Strategies

- **Back-to-School / Back-to-Safety Program**
  - For students and parents
- **October/May Walk & Bike to School Days**
- **Annual bicycle and pedestrian skills and safety rodeos**
  - Includes bike repair clinics
- **Walking school buses and bike trains**
  - Monthly or more often (e.g., “Walking Wednesdays”, “Fit Fridays”)
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
  - Motorist safety and awareness campaigns for “Next Generation” (e.g., “Heads Up, Phones Down”, Asphalt Art Safety Contests, Focus on New Drivers, E-scooter Safety Program, etc)
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades
- **Student-initiated Active Transportation Clubs and/or Vision Zero Ambassadors Program**
  - Empowering high school youth to become the next generation of traffic safety leaders in their communities

Infrastructure Recommendations

Implemented by School in Coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 9

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive,
Buena Park, CA 90621

March 2026

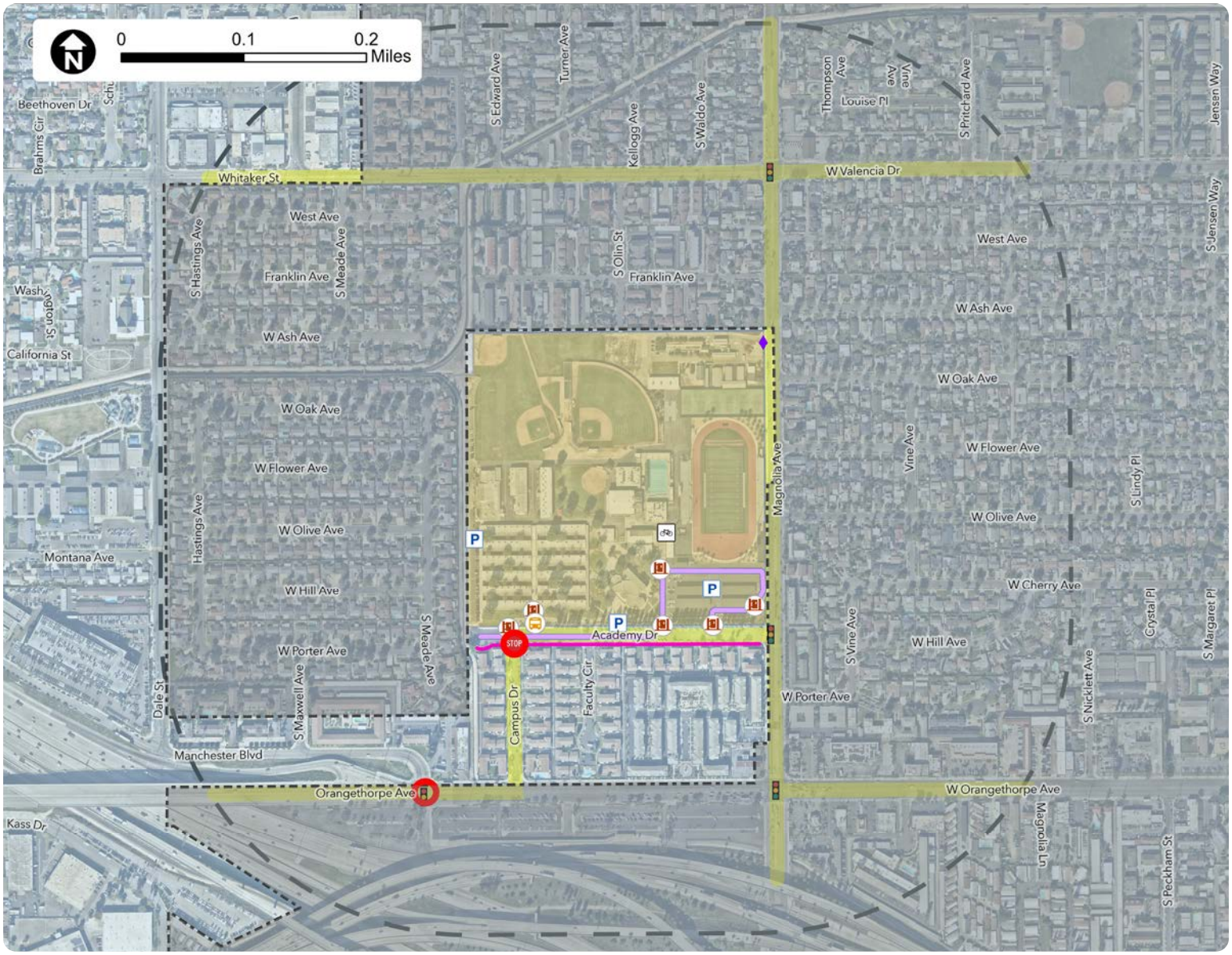
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Legend

Existing

- 0.25 Miles From School
- Parent Pickup / Dropoff
- School
- Attendance Boundary
- School Gate (Active)
- Signal
- School Parking
- Bike Parking
- Bus Loading Zone
- All-Way Stop
- Overhead Flashing Beacon
- City of Buena Park

Recommendations

- Suggested Routes to School
- Wider Sidewalks
- Intersection Improvements

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

8833 Academy Drive, Buena Park, CA 90621

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Campus Drive and Academy Drive



Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization.

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

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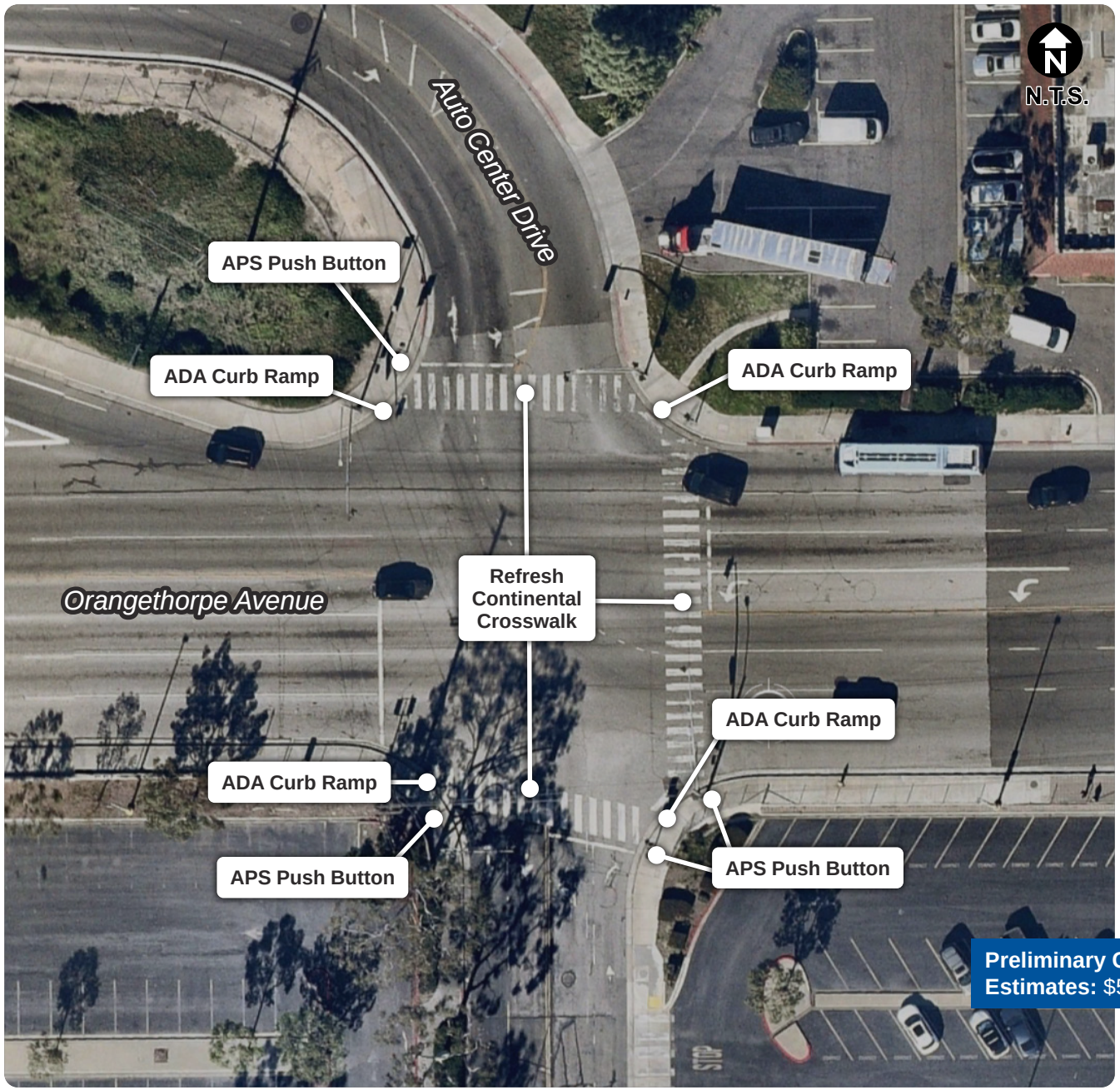
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BUENA PARK SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Intersection

Auto Center Drive and Orangethorpe Avenue



Preliminary Cost Estimates: $57,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. This intersection is on the border of the City of Buena Park and improvements shown will require coordination with the City of Fullerton.

Fullerton Joint Union High School District

BUENA PARK HIGH SCHOOL

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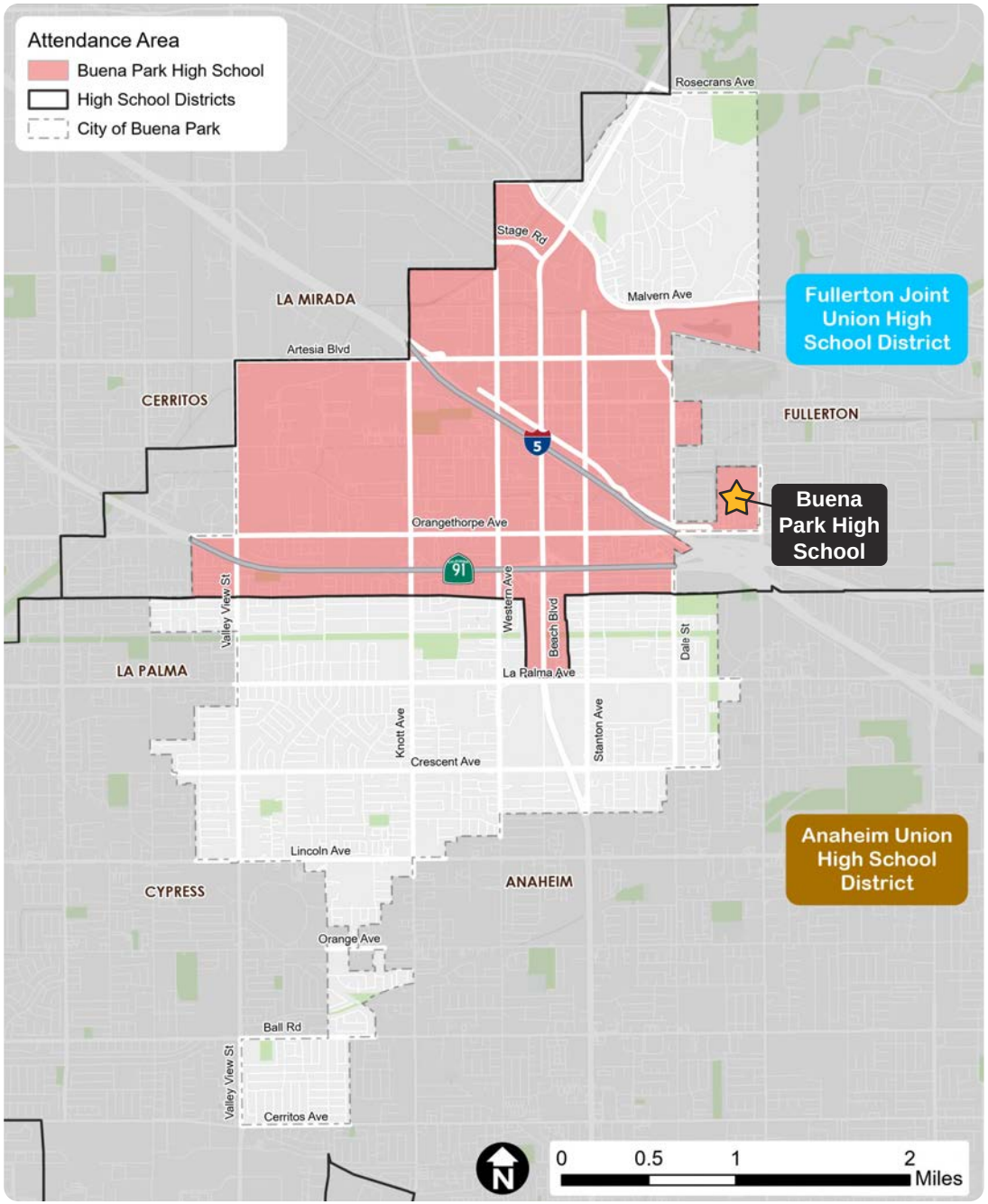
CONTACT INFORMATION

Ready to join the Safe Routes adventure or have questions? Reach out to Norm Wray at the City of Buena Park Public Works Department:

Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com





BUENA PARK
SAFE ROUTES TO SCHOOL

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Master Plan Introduction

HOLDER ELEMENTARY SCHOOL

9550 Holder Street, Buena Park, CA 90620 | Savanna School District

March 2026

Savanna School District

HOLDER ELEMENTARY SCHOOL

9550 Holder Street,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

WELCOME TO HOLDER ELEMENTARY SCHOOL: WHERE THE HOLDER HAWKS PLAY!

School Overview

Holder Elementary gives all students from Kindergarten through 6th grade a chance to reach their full academic, social, and emotional potential.

What's Unique About Us

Holder HAWKS are committed to being **H**onorable, **A**ccountable, **W**elcoming, **K**ind, and **S**cholarly. At Holder, we are committed to delivering a comprehensive education that goes beyond academics. We emphasize character development, critical thinking, and creativity to ensure our students receive a well-rounded learning experience.



Crossing Guard assisting students and parent across Holder Street at Mt. Whitney Drive

Special Clubs and Groups

- **WINGS** (Wonder, Inspire, Nurture, Grow, and Succeed) after school program
- **Reading Club**
- **VAPA** (dance, theatre, choir)
- **STEM**
- **Meet the Masters:** An art appreciation program sponsored by the PTA
- **TeamKids Leadership Team:** A specialized group where students build teamwork skills and organize kid-run events, such as the TeamKids Carnival
- **Safety Patrol:** Students who assist with campus safety and traffic flow during drop-off and pick-up
- **Savanna Strings:** A district-wide program for 4th–6th graders to learn violin, viola, or cello

2024–2025 School Snapshot

- **445** student enrollment
- **80.4%** of students are eligible for free or reduced-price meals (FRPM)

How are Holder Elementary students getting to school?

2025 Tally								
Number of Tallies	Number of Students Surveyed	Walk	Bike	School Bus	Family Vehicle	Carpool	Transit	Other
21	417	6%	0%	7%	81%	1%	0%	4%

Savanna School District

HOLDER ELEMENTARY SCHOOL

9550 Holder Street,
Buena Park, CA 90620

March 2026

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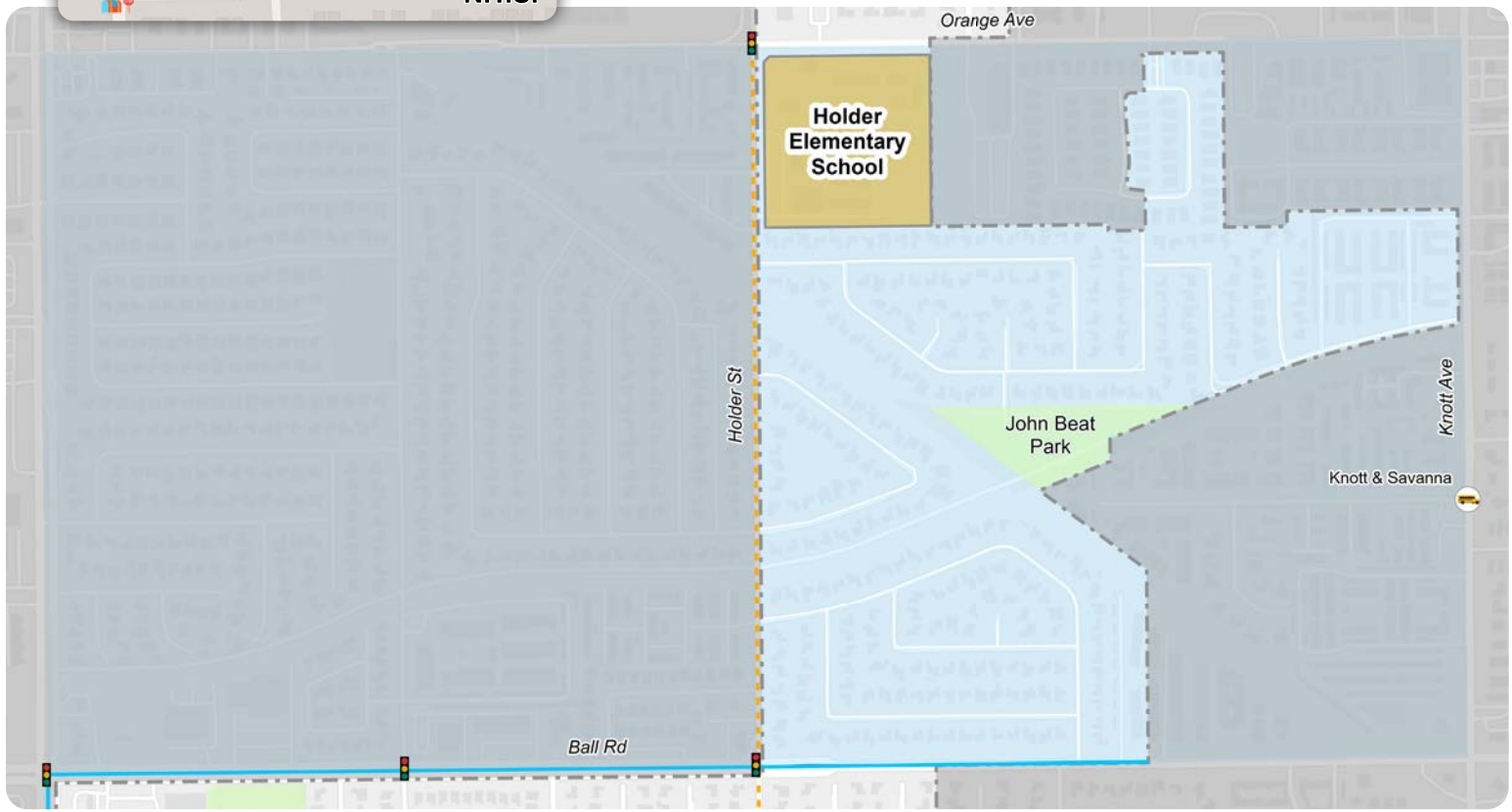
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BUENA PARK
SAFE ROUTES TO SCHOOL

SCHOOL ENROLLMENT AREA



- Crossing Guard Location
- Designated Parking
- Existing Bicycle Rack Location
- Parent Pickup-Dropoff Location
- School Bus Pickup-Dropoff Location
- School Gate



- Focus School
- Attendance Area
- Other Project Schools
- City Border
- Parks
- City Facilites
- OCTA Bus Route
- Signals
- School Bus Stops
- Existing Class II: Bike Lane
- Proposed Class III: Bike Route

N
0 0.1 0.2 Miles

Savanna School District

HOLDER ELEMENTARY SCHOOL

9550 Holder Street,
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March 2026

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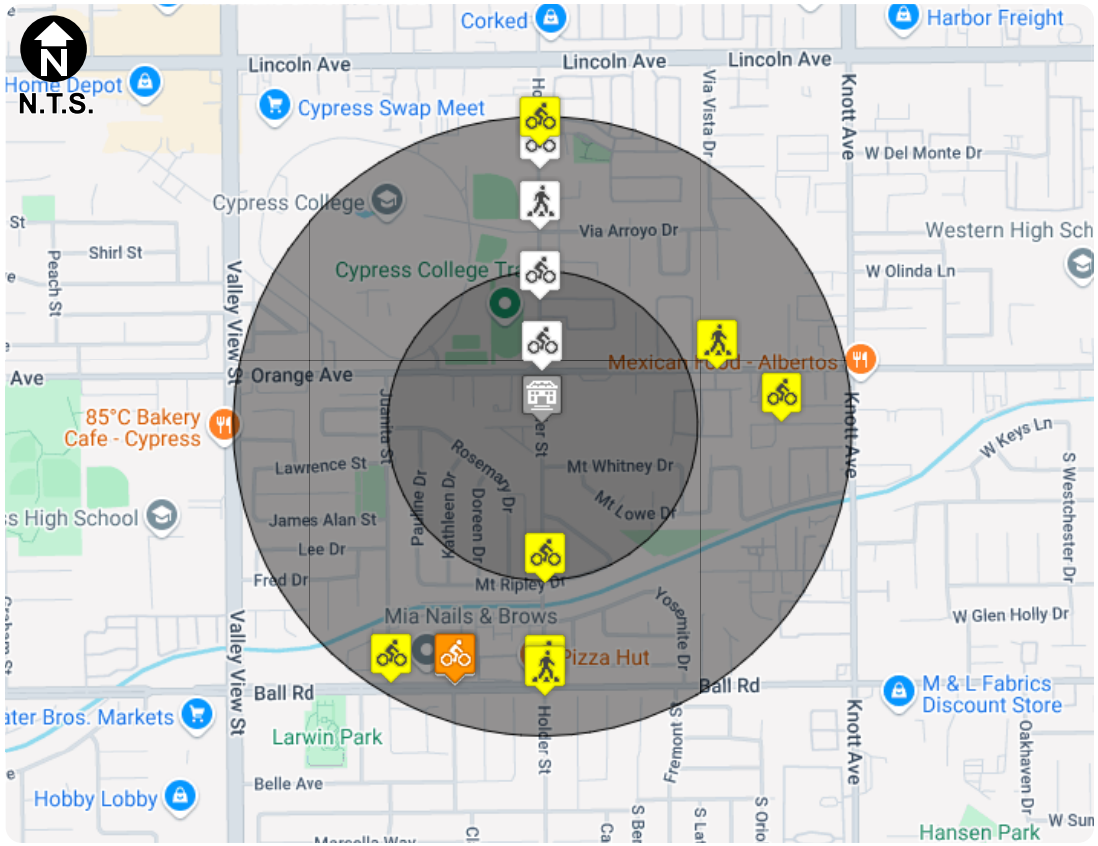
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BUENA PARK SAFE ROUTES TO SCHOOL

Safety Data and Community Input

Pedestrian & Bicycle Crashes



Types of Crash

- Pedestrian
- Bicycle

Crash Severity

- Fatal
- Severe Injury
- Other Visible Injury
- Complaint of Pain

Observations/ Community Input

- The sidewalk along Holder Street (south of the school) is narrow (4').
- There is no parkway in front of the school along either Orange Avenue or Holder Street.
- Holder Street is wide, making it difficult for children to cross easily.
- The posted speed limit on Holder Street is currently 35 mph. The 85th percentile speed observed along Holder Street was 40 mph in Year 2025.
- The crossing at Mt. Whitney Drive is only STOP controlled. There is no pedestrian-activated button.
- Drivers run the stop sign at Mt. Whitney Drive.
- Shared parking/bike lane exists along southbound Holder Street, but there is no bike facility along northbound Holder Street.
- There aren't enough trees to provide shade.

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
< 1/4 mi.	0	0	0	2	0	2	**2**
1/4 – 1/2 mi.	0	1	8	3	3	9	**12**

Source: Transportation Injury Mapping System (TIMS), 2016-2023.

Note: At the time the data was obtained from TIMS (April 2025), the year 2023 data was provisional and subject to change.

Savanna School District

HOLDER ELEMENTARY SCHOOL

9550 Holder Street,
Buena Park, CA 90620

March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

RECOMMENDATIONS

The Holder Elementary School community might like to work with the Savanna School District and/or City of Buena Park's proposed Active Transportation (AT) Coordinator to participate in this minimal set of recommended programmatic strategies. Note that the annual student tally is a priority activity needed to track SRTS progress.

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Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

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Savanna School District

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BUENA PARK SAFE ROUTES TO SCHOOL

Recommendations

Non-Infrastructure Recommendations

Proposed to be led by the AT Coordinator

Priority Strategy

- **National SRTS Student Tally (Hand Raise) and Parent Survey**
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- **Back-to-School / Back-to-Safety Program**
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  - Monthly or more often (e.g., "Walking Wednesdays", "Fit Fridays")
- **Golden Sneaker Awards**
  - Classrooms compete for the highest share of walkers/rollers during a set period
- **Annual safety presentation to students**
- **Safety equipment support**
  - Supply helmets, locks, and lights for participation
  - Identify low-cost options for bike repair and safety equipment upgrades

Infrastructure Recommendations

Implemented by School District

- **Bus Stop**
  - Relocate school bus stop to pick-up/drop-off along Holder Street, north of exit driveway
- **On-Site Parking**
  - Expand parking along Orange Avenue to accommodate the growing special education

Implemented by School in coordination with City

- **Traffic Circulation Plan**
  - School and City to collaborate closely to develop a plan that will be communicated to parents at the start of every school year
  - Current valet system for student drop-off within school site is very effective; fine-tune off-site signage and striping to facilitate smoother traffic flow

Implemented by City

- **Recommendations by Segment and Intersections**
  - Refer to maps on pages 7 through 9

Savanna School District

HOLDER ELEMENTARY SCHOOL

9550 Holder Street,
Buena Park, CA 90620

March 2026

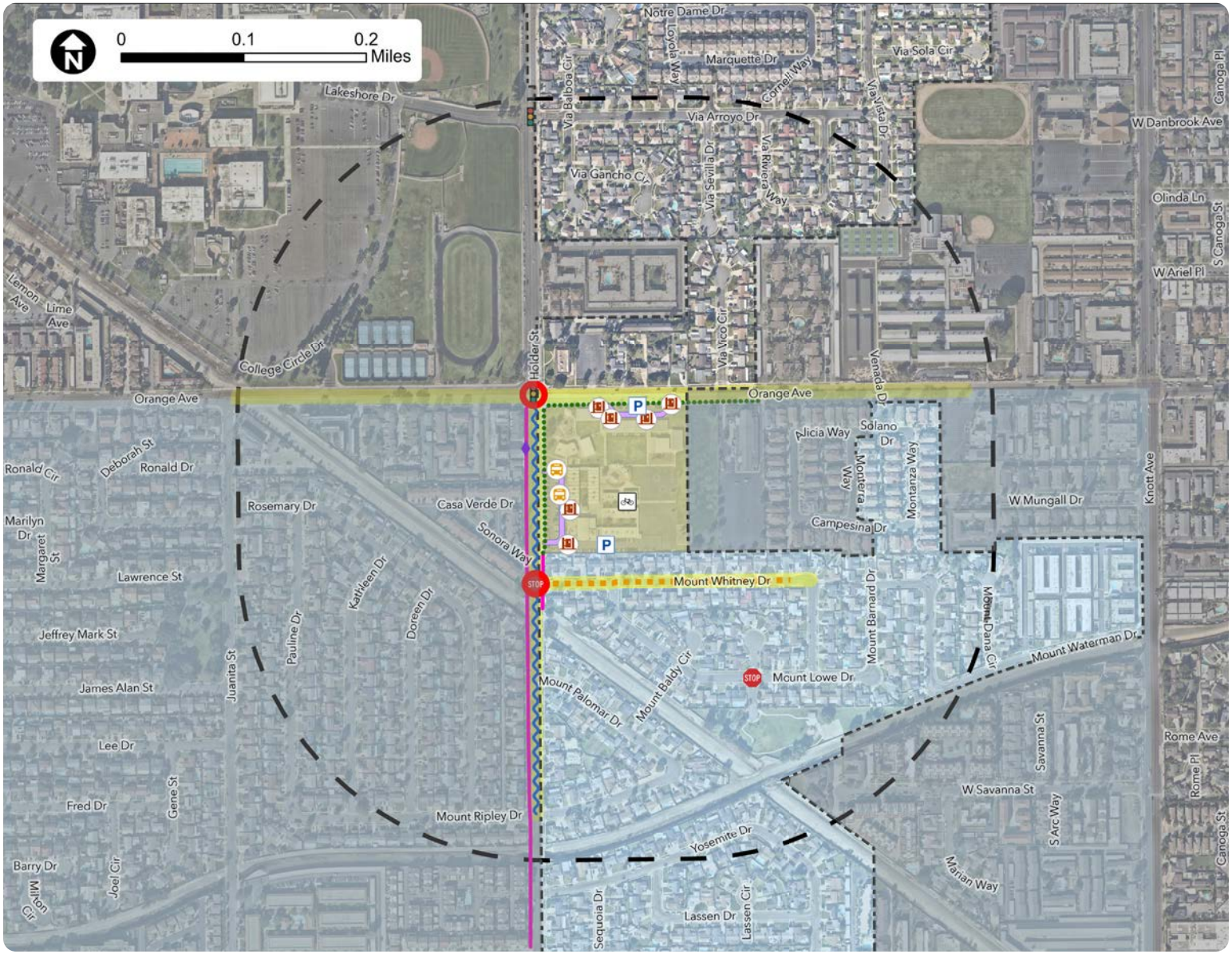
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BUENA PARK
SAFE ROUTES TO SCHOOL

Infrastructure Recommendations by Segment



Savanna School District

HOLDER ELEMENTARY SCHOOL

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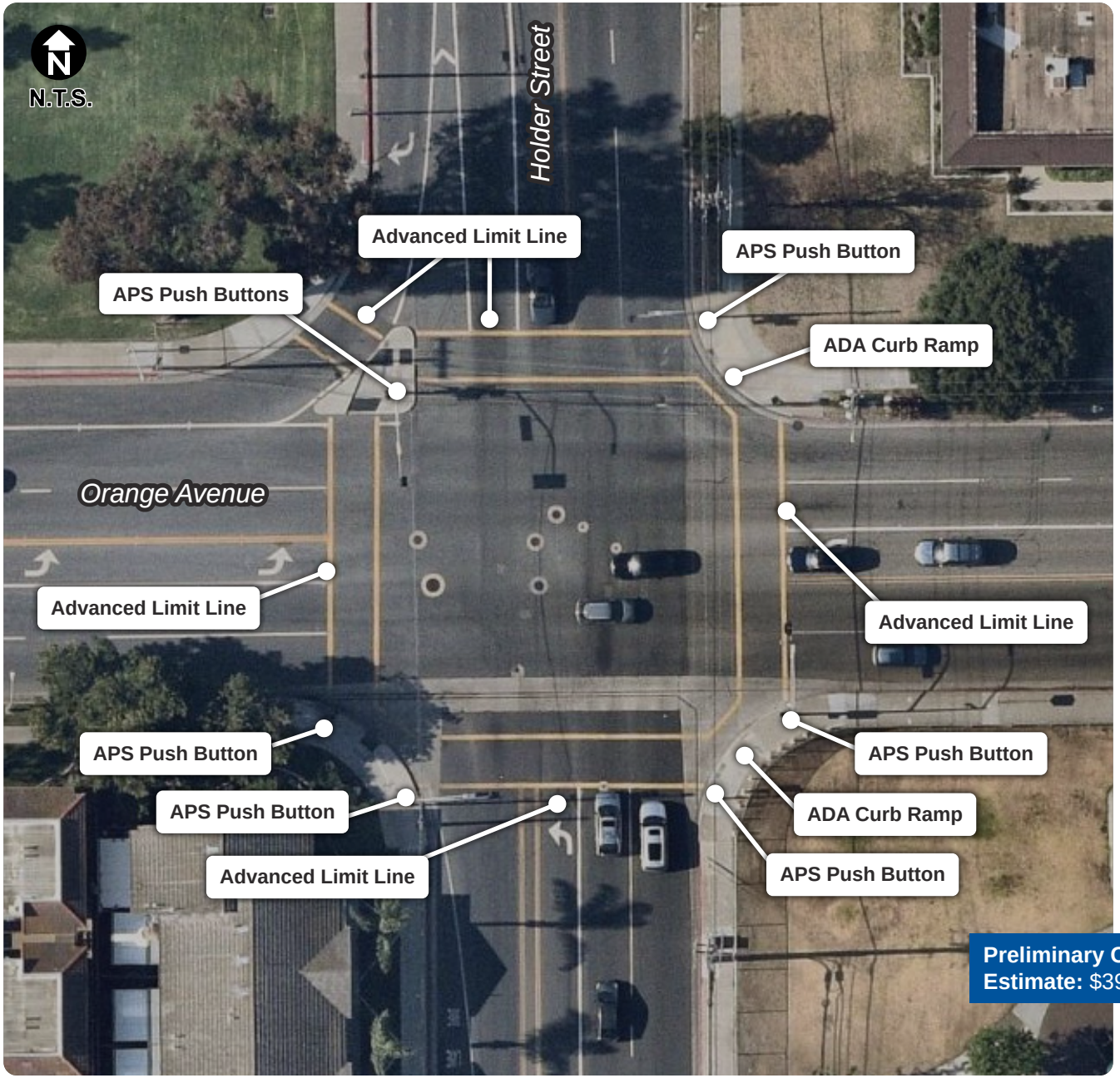
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BUENA PARK
SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Orange Avenue



Preliminary Cost Estimate: $39,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. This intersection is on the border of the City of Buena Park and improvements shown will require coordination with the City of Cypress.

Savanna School District

HOLDER ELEMENTARY SCHOOL

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March 2026

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BUENA PARK SAFE ROUTES TO SCHOOL

INFRASTRUCTURE RECOMMENDATIONS BY INTERSECTION

Holder Street and Mt. Whitney Drive



Preliminary Cost Estimate: $101,000

Note: Preliminary cost estimate includes only the costs of construction items based on unit prices available in March 2026. These exclude design costs and additional services such as surveying, potholing, traffic control, or mobilization. This intersection is on the border of the City of Buena Park and improvements shown will require coordination with the City of Cypress.

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SAFE ROUTES TO SCHOOL

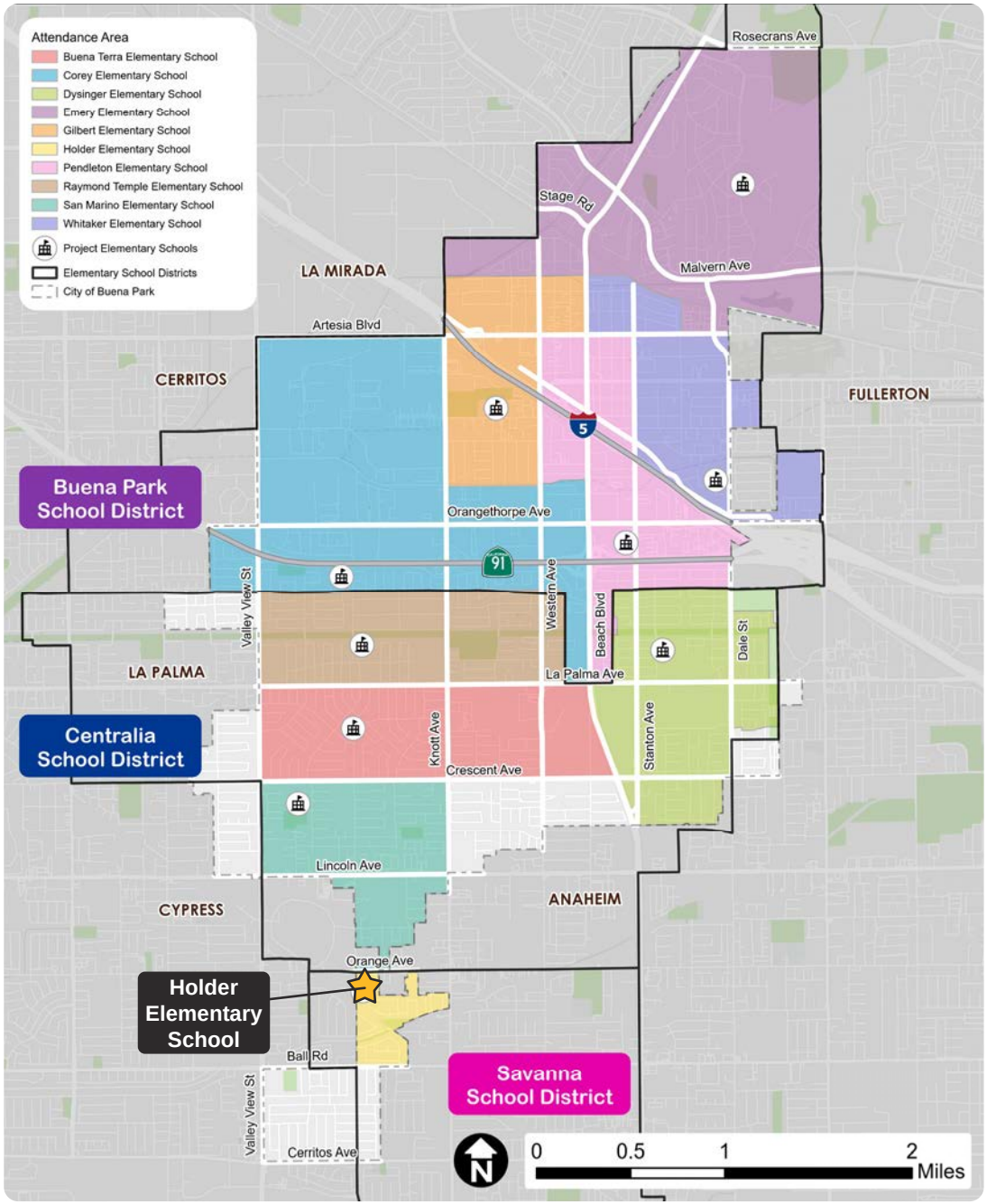
CONTACT INFORMATION

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Norm Wray

City of Buena Park
Public Works Department

- **Phone**
  714.562.3699
- **Email**
  nwray@buenapark.com



April 14, 2026
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, AND AWARD A CONTRACT TO SELECT ELECTRIC, INC. FOR THE CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT (HSIPSL-5310(044))

PREPARED BY	PRESENTED BY
Nader Alqam, Principal Engineer	Nader Alqam, Principal Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving plans and specifications for the Citywide Traffic Signal Upgrades & Safety Enhancements Project (HSIPSL-5310 (044); 2) Award a contract to Select Electric, Inc. in the amount of $939,500; 3) Authorize contingency funds in the amount of $100,000 in the same purchase order; 4) Authorize construction engineering funds in the amount of $50,000; 5) Authorize a purchase order for the Solis Group in the amount of $6,725 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of $1,345 for CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

On September 12, 2023, the City Council awarded a Professional Services Agreement with AGA Engineers, Inc. for the design of the Citywide Traffic Signal Upgrades & Safety Enhancements Project in the amount of $169,994.33.

DISCUSSION

In March 2023, the City of Buena Park was awarded a project for the Cycle 11 Highway Safety Improvement Project (HSIP) to make traffic signal upgrades and to make safety enhancements at thirteen intersections within the City. The project includes upgrades to traffic signals for additional vehicle heads, new traffic signal controllers, upgrades to pedestrian countdown signal heads, new signal poles where needed, and other targeted improvements at numerous intersections. The HSIP project will make improvements to the following intersections:

1. Stanton Avenue at La Palma Avenue
2. Knott Avenue at Crescent Avenue
3. Valley View Street at La Palma Avenue

4. Beach Boulevard at La Palma Avenue
5. Stanton Avenue at Orangethorpe Avenue
6. Beach Boulevard at Crescent Avenue
7. Western Avenue at Orangethorpe Avenue
8. Valley View Street at Crescent Avenue
9. Stanton Avenue at Artesia Boulevard
10. Buena Park Downtown East at La Palma Avenue
11. Knott Avenue at Younger Drive/Monroe Avenue
12. Stanton Avenue at Maple Drive/Buena Park Downtown
13. San Marino Drive at La Palma Avenue

The project was first advertised for competitive bids on February 26, 2026, and four (4) bids were received and publicly opened on March 23, 2026. Bid amounts ranged from $939,500 to $1,184,823. The engineer's estimate for this project was approximately $1,084,290. The lowest, responsible bid was submitted by Select Electric, Inc. of Anaheim, California in the amount of $939,500. Select Electric, Inc. possesses the required contractor's license to complete the project and has successfully completed similar projects for the cities of Carson, Pasadena, West Covina, and Santa Ana. They have also successfully completed projects for the City of Buena Park.

Staff recommends awarding a contract to Select Electric, Inc. in the amount of $939,500, approving contingency funds in the amount of $100,000, construction engineering funds in the amount of $50,000, and CWA services in the amount of $6,725 plus $1,345 in contingency, for a total project amount of $1,097,570.

Construction is anticipated to begin in May 2026 and be completed by August 2026.

BUDGET IMPACT

Total project costs are shown below with the following breakdown:

Construction Contract:	$939,500
Construction Contingency:	$100,000
Construction Engineering:	$50,000
CWA Administration Services:	$6,725
CWA Contingency:	$1,345
Total Project Cost:	**$1,097,570**

The project is included in the City's Capital Improvement Program (CIP) and will be funded through the Gas Tax Fund and a HSIP grant in the Citywide Traffic Signal Upgrades & Safety Elements budget (Account No. 24-9806-590188).

Attachments

Att. 1 of 3 - Resolution - HSIP.pdf
Att. 2 of 3 - Bid Results and Summary - HSIP.pdf
Att. 3 of 3 - Contract - HSIP.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR THE **CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT HSIPSL-5310 (044)** IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications and plans for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications and plans presented by the City be and are hereby approved as the specifications and plans for:

CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT HSIPSL-5310 (044)

PASSED AND ADOPTED this 14th day of April 2026, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Vicuña, MMC, City Clerk, hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this 14th day of April 2026.

_____
City Clerk

CITY OF BUENA PARK

CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT HSIPSL-5310 (044)

BID SUMMARY

Project No. 715 and Bid No. 2026-05

Bid Opening: 3/23/26 - 2:00 P.M.

No.	Company Name	Total Bid Amount	
1	Select Electric, Inc	$	939,500.00
2	California Professional Engineering, Inc.	$	1,094,499.65
3	Elecnor Belco Electric	$	1,119,720.00
4	Crosstown Electrical & Data Inc	$	1,184,823.00

CITY OF BUENA PARK

CITYWIDE TRAFFIC SIGNAL UPGRADES &

BID SUMMARY

Project No. 715 and Bid No. 2026-05

Bid Opening: 3/23/26 - 2:00 P.M.

				Engineer's Estimate		Select Electric, Inc		Elecnor Belco Electric		Crosstown Electrical & Data Inc		California Professional Engineering, Inc.	
Bid Item	Description	Unit Type	Units	Unit Price	Extended Amount	Unit Price3	Extended Amount4	Unit Price2	Extended Amount6	Unit Price7	Extended Amount8	Unit Price9	Extended Amount10
1.	Mobilization	LS	1	$ 35,000.00	$ 35,000.00	$ 53,550.00	$ 53,550.00	$ 36,000.00	$ 36,000.00	$ 55,000.00	$ 55,000.00	$ 41,371.00	$ 41,371.00
2.	NPDES, SWPPP Plan and Implementation	LS	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
3.	Traffic Control	LS	1	$ 20,000.00	$ 20,000.00	$ 22,104.00	$ 22,104.00	$ 48,000.00	$ 48,000.00	$ 10,000.00	$ 10,000.00	$ 20,750.00	$ 20,750.00
4.	Potholing, Utility Location, Utility Protection, and Trench Repair	LS	1	$ 15,000.00	$ 15,000.00	$ 25,986.00	$ 25,986.00	$ 31,000.00	$ 31,000.00	$ 18,500.00	$ 18,500.00	$ 5,000.00	$ 5,000.00
Traffic Signal at the intersection of Knott Ave and Crescent Ave							$ -		$ -		$ -		$ -
5	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
6	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 1,000.00	$ 2,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
7	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 3,085.00	$ 12,340.00	$ 5,100.00	$ 20,400.00
8	Furnish and install new sign on signal mast-arm	EA	2	$ 800.00	$ 1,600.00	$ 444.00	$ 888.00	$ 192.00	$ 384.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
Traffic Signal at the intersection of Valley View St and La Palma Ave							$ -		$ -		$ -		$ -
9	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
10	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 1,000.00	$ 2,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
11	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
12	Furnish and install new 3-12" vehicle head and backplate	EA	1	$ 2,000.00	$ 2,000.00	$ 1,189.00	$ 1,189.00	$ 1,338.00	$ 1,338.00	$ 1,570.00	$ 1,570.00	$ 1,450.00	$ 1,450.00
13	Furnish and install new 3-12" vehicle head and backplate on new signal mast-arm mount bracket	EA	1	$ 2,500.00	$ 2,500.00	$ 1,189.00	$ 1,189.00	$ 1,338.00	$ 1,338.00	$ 2,070.00	$ 2,070.00	$ 1,450.00	$ 1,450.00
14	Replace existing sign with new sign on signal mast-arm	EA	1	$ 800.00	$ 800.00	$ 444.00	$ 444.00	$ 192.00	$ 192.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
15	Replace existing sign with new sign on signal standard	EA	1	$ 400.00	$ 400.00	$ 444.00	$ 444.00	$ 192.00	$ 192.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
16	Furnish and install new sign on signal mast-arm	EA	3	$ 800.00	$ 2,400.00	$ 444.00	$ 1,332.00	$ 192.00	$ 576.00	$ 300.00	$ 900.00	$ 500.00	$ 1,500.00
Traffic Signal at the intersection of Western Ave and Orangethorpe Ave							$ -		$ -		$ -		$ -
17	Furnish and install new LED countdown pedestrian signal face module	EA	6	$ 1,000.00	$ 6,000.00	$ 478.00	$ 2,868.00	$ 746.00	$ 4,476.00	$ 275.00	$ 1,650.00	$ 275.00	$ 1,650.00
18	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
19	Furnish and install 3-12" vehicle head complete on new signal mast-arm mount bracket	EA	2	$ 2,500.00	$ 5,000.00	$ 1,189.00	$ 2,378.00	$ 1,338.00	$ 2,676.00	$ 2,160.00	$ 4,320.00	$ 1,450.00	$ 2,900.00
20	Replace existing sign with new sign on signal mast-arm	EA	1	$ 800.00	$ 800.00	$ 444.00	$ 444.00	$ 192.00	$ 192.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
21	Furnish and install new sign on mast-arm	EA	3	$ 800.00	$ 2,400.00	$ 444.00	$ 1,332.00	$ 192.00	$ 576.00	$ 300.00	$ 900.00	$ 500.00	$ 1,500.00
Traffic Signal at the intersection of Valley View St and Crescent Ave							$ -		$ -		$ -		$ -
22	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
23	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 1,000.00	$ 2,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
24	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
25	Furnish and install APS pedestrian push button system complete	LS	1	$ 15,000.00	$ 15,000.00	$ 16,442.00	$ 16,442.00	$ 19,436.00	$ 19,436.00	$ 16,525.00	$ 16,525.00	$ 17,400.00	$ 17,400.00
26	Furnish and install new sign on mast-arm	EA	4	$ 800.00	$ 3,200.00	$ 444.00	$ 1,776.00	$ 192.00	$ 768.00	$ 300.00	$ 1,200.00	$ 500.00	$ 2,000.00
Traffic Signal at the intersection of Stanton Ave and Artesia Blvd							$ -		$ -		$ -		$ -
27	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
28	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 2,000.00	$ 4,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
29	Furnish and install new LED IISNS	EA	4	$ 12,000.00	$ 48,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
30	Furnish and install 3-12" vehicle head complete	EA	4	$ 8,000.00	$ 32,000.00	$ 1,593.00	$ 6,372.00	$ 1,743.00	$ 6,972.00	$ 1,570.00	$ 6,280.00	$ 1,670.00	$ 6,680.00
Traffic Signal at the intersection of Knott Ave and Younger Dr/Monroe Ave							$ -		$ -		$ -		$ -
31	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
32	Furnish and install new LED countdown pedestrian signal face module	EA	5	$ 1,000.00	$ 5,000.00	$ 478.00	$ 2,390.00	$ 746.00	$ 3,730.00	$ 275.00	$ 1,375.00	$ 275.00	$ 1,375.00
33	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 3,085.00	$ 12,340.00	$ 5,102.00	$ 20,408.00
Traffic Signal at the intersection of Stanton Ave and Maple Dr/Buena Park Downtown							$ -		$ -		$ -		$ -
34	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
35	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 1,000.00	$ 2,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
36	Furnish and install new LED IISNS	EA	6	$ 3,000.00	$ 18,000.00	$ 2,514.00	$ 15,084.00	$ 4,890.00	$ 29,340.00	$ 5,850.00	$ 35,100.00	$ 5,102.00	$ 30,612.00
37	Furnish and install 3-12" vehicle head complete	EA	2	$ 2,000.00	$ 4,000.00	$ 1,600.00	$ 3,200.00	$ 1,749.00	$ 3,498.00	$ 1,570.00	$ 3,140.00	$ 1,670.00	$ 3,340.00
38	Sawcut, remove, dispose and construct curb ramp per OCPD 1115, Type 2. Include removals, incidentals, complete in place	EA	1	$ 5,000.00	$ 5,000.00	$ 11,866.00	$ 11,866.00	$ 11,718.00	$ 11,718.00	$ 15,195.00	$ 15,195.00	$ 11,500.00	$ 11,500.00
39	Sawcut, remove, dispose and construct PCC sidewalk	SF	45	$ 30.00	$ 1,350.00	$ 30.00	$ 1,350.00	$ 30.00	$ 1,350.00	$ 30.00	$ 1,350.00	$ 25.75	$ 1,158.75
40	Sawcut, remove, dispose existing 24-inch wide AC pavement and construct with 5.5-inch thick minimum depth over 6-inch base over 90% compacted native	SF	40	$ 120.00	$ 4,800.00	$ 148.00	$ 5,920.00	$ 147.00	$ 5,880.00	$ 150.00	$ 6,000.00	$ 143.75	$ 5,750.00
41	Sawcut, remove, dispose and construct PCC curb and gutter per OCPD. STD plan 120-2-OC, Type A2	LF	5	$ 150.00	$ 750.00	$ 178.00	$ 890.00	$ 176.00	$ 880.00	$ 180.00	$ 900.00	$ 172.50	$ 862.50
Traffic Signal at the intersection of San Marino Dr and La Palma Ave							$ -		$ -		$ -		$ -
42	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
43	Furnish and install new LED countdown pedestrian signal face module	EA	2	$ 1,000.00	$ 2,000.00	$ 478.00	$ 956.00	$ 746.00	$ 1,492.00	$ 275.00	$ 550.00	$ 275.00	$ 550.00
44	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
45	Furnish and install APS pedestrian push button system complete	LS	1	$ 15,000.00	$ 15,000.00	$ 14,194.00	$ 14,194.00	$ 16,441.00	$ 16,441.00	$ 12,575.00	$ 12,575.00	$ 16,000.00	$ 16,000.00
46	Furnish and install 3-12" vehicle head complete	EA	3	$ 2,000.00	$ 6,000.00	$ 1,435.00	$ 4,305.00	$ 1,584.00	$ 4,752.00	$ 1,570.00	$ 4,710.00	$ 1,600.00	$ 4,800.00
47	Furnish and install 3-12" vehicle head complete. Relocate existing vehicle head to new mounting	EA	1	$ 2,250.00	$ 2,250.00	$ 1,678.00	$ 1,678.00	$ 1,827.00	$ 1,827.00	$ 3,825.00	$ 3,825.00	$ 2,754.00	$ 2,754.00
48	Remove existing vehicle head	EA	1	$ 300.00	$ 300.00	$ 106.00	$ 106.00	$ 150.00	$ 150.00	$ 550.00	$ 550.00	$ 150.00	$ 150.00
49	Remove by wet sandblasting all conflicting striping	LF	550	$ 7.00	$ 3,850.00	$ 10.00	$ 5,500.00	$ 10.40	$ 5,720.00	$ 11.00	$ 6,050.00	$ 10.12	$ 5,566.00
50	Install 12" thermoplastic yellow crosswalk	LF	550	$ 7.00	$ 3,850.00	$ 6.00	$ 3,300.00	$ 6.00	$ 3,300.00	$ 6.00	$ 3,300.00	$ 5.64	$ 3,102.00
51	Sawcut, remove, dispose and construct curb ramp per OCPD 1115, Type 4 (modified). Include removals, incidentals, complete in place	EA	1	$ 4,000.00	$ 4,000.00	$ 11,866.00	$ 11,866.00	$ 11,718.00	$ 11,718.00	$ 14,500.00	$ 14,500.00	$ 11,500.00	$ 11,500.00
Traffic Signal at the intersection of Stanton Ave and La Palma Ave							$ -		$ -		$ -		$ -
52	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
53	Furnish and install new LED countdown pedestrian signal face module	EA	4	$ 1,000.00	$ 4,000.00	$ 478.00	$ 1,912.00	$ 746.00	$ 2,984.00	$ 275.00	$ 1,100.00	$ 275.00	$ 1,100.00
54	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
55	Furnish and install APS pedestrian push button system complete	LS	1	$ 15,000.00	$ 15,000.00	$ 16,442.00	$ 16,442.00	$ 19,437.00	$ 19,437.00	$ 16,525.00	$ 16,525.00	$ 17,400.00	$ 17,400.00
56	Furnish and install new sign on signal mast-arm	EA	4	$ 800.00	$ 3,200.00	$ 242.00	$ 968.00	$ 192.00	$ 768.00	$ 300.00	$ 1,200.00	$ 500.00	$ 2,000.00
57	Furnish and install new 3-12" vehicle head and backplate with 2" retroreflective yellow tape border	EA	18	$ 2,000.00	$ 36,000.00	$ 1,373.00	$ 24,714.00	$ 1,524.00	$ 27,432.00	$ 1,570.00	$ 28,260.00	$ 1,586.00	$ 28,548.00
58	Furnish and install new sign on signal standard	EA	1	$ 400.00	$ 400.00	$ 242.00	$ 242.00	$ 192.00	$ 192.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00

CITY OF BUENA PARK

CITYWIDE TRAFFIC SIGNAL UPGRADES &

BID SUMMARY

Project No. 715 and Bid No. 2026-05

Bid Opening: 3/23/26 - 2:00 P.M.

				Engineer's Estimate		Select Electric, Inc		Elecnor Belco Electric		Crosstown Electrical & Data Inc		California Professional Engineering, Inc.	
Bid Item	Description	Unit Type	Units	Unit Price	Extended Amount	Unit Price3	Extended Amount4	Unit Price2	Extended Amount6	Unit Price7	Extended Amount8	Unit Price9	Extended Amount10
59	Relocate existing Emergency Vehicle Pre-emption (EVP) detector	LS	1	$ 2,000.00	$ 2,000.00	$ 3,482.00	$ 3,482.00	$ 2,600.00	$ 2,600.00	$ 2,555.00	$ 2,555.00	$ 3,500.00	$ 3,500.00
60	Relocate existing video detection camera	LS	1	$ 3,000.00	$ 3,000.00	$ 1,085.00	$ 1,085.00	$ 2,300.00	$ 2,300.00	$ 3,895.00	$ 3,895.00	$ 4,500.00	$ 4,500.00
61	Remove and dispose existing Type 29 standard complete. Remove foundation and restore surface	LS	1	$ 6,000.00	$ 6,000.00	$ 6,788.00	$ 6,788.00	$ 5,000.00	$ 5,000.00	$ 5,295.00	$ 5,295.00	$ 1,500.00	$ 1,500.00
62	Furnish and install Type 61 standard	EA	1	$ 45,000.00	$ 45,000.00	$ 56,316.00	$ 56,316.00	$ 55,210.00	$ 55,210.00	$ 64,500.00	$ 64,500.00	$ 61,500.00	$ 61,500.00
63	Relocate existing LED luminaire	EA	1	$ 1,000.00	$ 1,000.00	$ 416.00	$ 416.00	$ 250.00	$ 250.00	$ 625.00	$ 625.00	$ 200.00	$ 200.00
64	Furnish and install new countdown pedestrian head	EA	1	$ 1,500.00	$ 1,500.00	$ 1,235.00	$ 1,235.00	$ 1,504.00	$ 1,504.00	$ 1,155.00	$ 1,155.00	$ 1,306.00	$ 1,306.00
65	Furnish and install 2" PVC conduit	LF	30	$ 100.00	$ 3,000.00	$ 154.00	$ 4,620.00	$ 41.00	$ 1,230.00	$ 245.00	$ 7,350.00	$ 90.00	$ 2,700.00
66	Furnish and install 3 CSC cable	LF	270	$ 6.00	$ 1,620.00	$ 2.00	$ 540.00	$ 3.90	$ 1,053.00	$ 5.00	$ 1,350.00	$ 4.80	$ 1,296.00
67	Furnish and install 12 CSC cable	LF	285	$ 9.00	$ 2,565.00	$ 3.00	$ 855.00	$ 7.00	$ 1,995.00	$ 9.00	$ 2,565.00	$ 5.00	$ 1,425.00
68	Furnish and install #10 wire	LF	150	$ 3.00	$ 450.00	$ 1.00	$ 150.00	$ 2.00	$ 300.00	$ 2.00	$ 300.00	$ 3.00	$ 450.00
69	Furnish and install No. 6 pull box	EA	1	$ 2,500.00	$ 2,500.00	$ 1,932.00	$ 1,932.00	$ 1,323.00	$ 1,323.00	$ 2,355.00	$ 2,355.00	$ 1,200.00	$ 1,200.00
Traffic Signal at the intersection of Beach Blvd and La Palma Ave							$ -		$ -		$ -		$ -
70	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
71	Furnish and install new LED IISNS	EA	1	$ 3,000.00	$ 3,000.00	$ 7,165.00	$ 7,165.00	$ 4,890.00	$ 4,890.00	$ 5,850.00	$ 5,850.00	$ 5,102.00	$ 5,102.00
72	Furnish and install APS pedestrian push button system complete	LS	1	$ 15,000.00	$ 15,000.00	$ 16,546.00	$ 16,546.00	$ 19,540.00	$ 19,540.00	$ 16,525.00	$ 16,525.00	$ 18,000.00	$ 18,000.00
73	Remove by wet sandblasting all conflicting striping	LF	360	$ 7.00	$ 2,520.00	$ 10.00	$ 3,600.00	$ 11.00	$ 3,960.00	$ 11.00	$ 3,960.00	$ 10.12	$ 3,643.20
74	Furnish and install new 3-12" vehicle head and backplate with 2" retroreflective yellow tape border	EA	22	$ 2,000.00	$ 44,000.00	$ 1,331.00	$ 29,282.00	$ 1,481.00	$ 32,582.00	$ 1,570.00	$ 34,540.00	$ 1,540.00	$ 33,880.00
75	Furnish and install 3-12" vehicle head and backplate with 2" retroreflective yellow tape border on new signal mast-arm mount bracket	EA	4	$ 2,500.00	$ 10,000.00	$ 1,210.00	$ 4,840.00	$ 1,359.00	$ 5,436.00	$ 3,825.00	$ 15,300.00	$ 1,540.00	$ 6,160.00
76	Furnish and install new LED IISNS on new straight arm	EA	3	$ 3,500.00	$ 10,500.00	$ 1,853.00	$ 5,559.00	$ 7,725.00	$ 23,175.00	$ 8,590.00	$ 25,770.00	$ 9,555.00	$ 28,665.00
77	Install 12" thermoplastic white crosswalk	LF	360	$ 7.00	$ 2,520.00	$ 6.00	$ 2,160.00	$ 5.75	$ 2,070.00	$ 6.00	$ 2,160.00	$ 5.64	$ 2,030.40
78	Furnish and install detector loop type E	EA	12	$ 800.00	$ 9,600.00	$ 544.00	$ 6,528.00	$ 493.00	$ 5,916.00	$ 640.00	$ 7,680.00	$ 448.00	$ 5,376.00
79	Furnish and install detector loop type F	EA	8	$ 1,200.00	$ 9,600.00	$ 597.00	$ 4,776.00	$ 522.00	$ 4,176.00	$ 535.00	$ 4,280.00	$ 448.00	$ 3,584.00
Traffic Signal at the intersection of Stanton Ave and Orangethorpe Ave							$ -		$ -		$ -		$ -
80	Furnish and install new LED countdown pedestrian signal face module	EA	3	$ 1,000.00	$ 3,000.00	$ 478.00	$ 1,434.00	$ 746.00	$ 2,238.00	$ 275.00	$ 825.00	$ 275.00	$ 825.00
81	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
82	Furnish and install APS pedestrian push button system complete	LS	1	$ 15,000.00	$ 15,000.00	$ 16,442.00	$ 16,442.00	$ 19,437.00	$ 19,437.00	$ 16,525.00	$ 16,525.00	$ 17,400.00	$ 17,400.00
83	Replace existing sign(s) with new sign on signal mast-arm	EA	2	$ 800.00	$ 1,600.00	$ 444.00	$ 888.00	$ 192.00	$ 384.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
84	Furnish and install new sign on signal mast-arm	EA	1	$ 800.00	$ 800.00	$ 242.00	$ 242.00	$ 192.00	$ 192.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00
85	Remove existing vehicle head	EA	1	$ 500.00	$ 500.00	$ 106.00	$ 106.00	$ 192.00	$ 192.00	$ 550.00	$ 550.00	$ 100.00	$ 100.00
86	Furnish and install 3-12" vehicle head and backplate with 2" retroreflective yellow tape border	EA	12	$ 2,000.00	$ 24,000.00	$ 1,263.00	$ 15,156.00	$ 1,413.00	$ 16,956.00	$ 1,570.00	$ 18,840.00	$ 1,530.00	$ 18,360.00
87	Furnish and install new sign on signal standard	EA	2	$ 400.00	$ 800.00	$ 202.00	$ 404.00	$ 192.00	$ 384.00	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00
88	Relocate existing Emergency Vehicle Pre-emption (EVP) detector	LS	1	$ 2,000.00	$ 2,000.00	$ 3,482.00	$ 3,482.00	$ 2,600.00	$ 2,600.00	$ 2,555.00	$ 2,555.00	$ 3,500.00	$ 3,500.00
89	Relocate existing video detection camera	LS	1	$ 3,000.00	$ 3,000.00	$ 1,085.00	$ 1,085.00	$ 2,300.00	$ 2,300.00	$ 3,895.00	$ 3,895.00	$ 4,500.00	$ 4,500.00
90	Remove and dispose existing Type 29 standard complete. Remove foundation and restore surface	EA	1	$ 6,000.00	$ 6,000.00	$ 6,788.00	$ 6,788.00	$ 5,000.00	$ 5,000.00	$ 5,295.00	$ 5,295.00	$ 1,500.00	$ 1,500.00
91	Furnish and install 3-12" vehicle head and backplate with 2" retroreflective yellow tape border on new signal mast-arm mount bracket	EA	1	$ 2,500.00	$ 2,500.00	$ 1,210.00	$ 1,210.00	$ 1,359.00	$ 1,359.00	$ 3,825.00	$ 3,825.00	$ 1,530.00	$ 1,530.00
92	Furnish and install 5-12" vehicle head and backplate with 2" retroreflective yellow tape border	EA	6	$ 2,500.00	$ 15,000.00	$ 2,118.00	$ 12,708.00	$ 2,268.00	$ 13,608.00	$ 2,085.00	$ 12,510.00	$ 2,375.00	$ 14,250.00
93	Relocate existing CCTV camera	LS	1	$ 2,500.00	$ 2,500.00	$ 7,165.00	$ 7,165.00	$ 2,000.00	$ 2,000.00	$ 3,775.00	$ 3,775.00	$ 3,000.00	$ 3,000.00
94	Replace existing pull box lid	EA	2	$ 300.00	$ 600.00	$ 477.00	$ 954.00	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00	$ 400.00	$ 800.00
95	Furnish and install Type 61 standard	EA	1	$ 45,000.00	$ 45,000.00	$ 57,304.00	$ 57,304.00	$ 56,185.00	$ 56,185.00	$ 70,500.00	$ 70,500.00	$ 68,750.00	$ 68,750.00
96	Relocate existing LED luminaire	EA	1	$ 1,000.00	$ 1,000.00	$ 416.00	$ 416.00	$ 250.00	$ 250.00	$ 625.00	$ 625.00	$ 250.00	$ 250.00
97	Furnish and install new countdown pedestrian head	EA	1	$ 3,000.00	$ 3,000.00	$ 1,235.00	$ 1,235.00	$ 1,503.00	$ 1,503.00	$ 1,155.00	$ 1,155.00	$ 1,306.00	$ 1,306.00
98	Furnish and install 2" PVC conduit	LF	10	$ 100.00	$ 1,000.00	$ 80.00	$ 800.00	$ 50.00	$ 500.00	$ 550.00	$ 5,500.00	$ 100.00	$ 1,000.00
99	Furnish and install 3 CSC cable	LF	150	$ 6.00	$ 900.00	$ 2.00	$ 300.00	$ 4.00	$ 600.00	$ 5.00	$ 750.00	$ 6.00	$ 900.00
100	Furnish and install 12 CSC cable	LF	165	$ 9.00	$ 1,485.00	$ 4.00	$ 660.00	$ 7.00	$ 1,155.00	$ 9.00	$ 1,485.00	$ 6.00	$ 990.00
101	Furnish and install miscellaneous wires	LF	200	$ 3.00	$ 600.00	$ 12.00	$ 2,400.00	$ 6.50	$ 1,300.00	$ 10.00	$ 2,000.00	$ 5.00	$ 1,000.00
Traffic Signal at the intersection of Beach Blvd and Crescent Ave							$ -		$ -		$ -		$ -
102	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
103	Furnish and install new LED countdown pedestrian signal face module	EA	6	$ 1,000.00	$ 6,000.00	$ 478.00	$ 2,868.00	$ 746.00	$ 4,476.00	$ 275.00	$ 1,650.00	$ 275.00	$ 1,650.00
104	Furnish and install new LED IISNS	EA	2	$ 3,000.00	$ 6,000.00	$ 2,449.00	$ 4,898.00	$ 4,890.00	$ 9,780.00	$ 5,850.00	$ 11,700.00	$ 5,102.00	$ 10,204.00
105	Furnish and install 3-12" vehicle head complete on new signal mast-arm bracket	EA	2	$ 2,500.00	$ 5,000.00	$ 1,189.00	$ 2,378.00	$ 1,338.00	$ 2,676.00	$ 3,825.00	$ 7,650.00	$ 1,680.00	$ 3,360.00
106	Replace existing sign with new sign on signal mast-arm	EA	1	$ 800.00	$ 800.00	$ 444.00	$ 444.00	$ 192.00	$ 192.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
107	Furnish and install new sign on signal mast-arm	EA	3	$ 800.00	$ 2,400.00	$ 444.00	$ 1,332.00	$ 192.00	$ 576.00	$ 300.00	$ 900.00	$ 500.00	$ 1,500.00
108	Remove by wet sandblasting all conflicting striping	LF	650	$ 7.00	$ 4,550.00	$ 10.00	$ 6,500.00	$ 10.50	$ 6,825.00	$ 11.00	$ 7,150.00	$ 10.12	$ 6,578.00
109	Furnish and install new sign on signal standard	EA	1	$ 400.00	$ 400.00	$ 444.00	$ 444.00	$ 192.00	$ 192.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00
110	Furnish and install new LED IISNS on new straight arm	EA	2	$ 3,500.00	$ 7,000.00	$ 3,806.00	$ 7,612.00	$ 7,725.00	$ 15,450.00	$ 6,000.00	$ 12,000.00	$ 9,555.00	$ 19,110.00
111	Install 12" thermoplastic white crosswalk	LF	620	$ 7.00	$ 4,340.00	$ 6.00	$ 3,720.00	$ 5.75	$ 3,565.00	$ 6.00	$ 3,720.00	$ 5.64	$ 3,496.80
112	Replace existing pull box lid	EA	2	$ 300.00	$ 600.00	$ 477.00	$ 954.00	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00	$ 400.00	$ 800.00
113	Remove and dispose existing standard Type 19 complete. Remove foundation and restore surface	EA	1	$ 5,000.00	$ 5,000.00	$ 5,784.00	$ 5,784.00	$ 5,000.00	$ 5,000.00	$ 4,200.00	$ 4,200.00	$ 1,200.00	$ 1,200.00
114	Install thermoplastic "arrow" legend type IV(L)	SF	30	$ 5.00	$ 150.00	$ 14.00	$ 420.00	$ 14.10	$ 423.00	$ 13.00	$ 390.00	$ 13.80	$ 414.00
115	Reconstruct curb ramp's wing	LS	2	$ 5,000.00	$ 10,000.00	$ 3,560.00	$ 7,120.00	$ 3,516.00	$ 7,032.00	$ 3,590.00	$ 7,180.00	$ 3,450.00	$ 6,900.00
116	Furnish and install weights/plates/blocks, and wiring to temp existing pole	LS	1	$ 20,000.00	$ 20,000.00	$ 5,304.00	$ 5,304.00	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 4,000.00	$ 4,000.00
117	Furnish and install Type 24 standard	EA	1	$ 24,000.00	$ 24,000.00	$ 25,919.00	$ 25,919.00	$ 29,372.00	$ 29,372.00	$ 31,500.00	$ 31,500.00	$ 34,400.00	$ 34,400.00
118	Furnish and install new 3-12" vehicle head complete	EA	3	$ 2,000.00	$ 6,000.00	$ 1,031.00	$ 3,093.00	$ 1,406.00	$ 4,218.00	$ 1,570.00	$ 4,710.00	$ 1,680.00	$ 5,040.00
119	Relocate existing LED luminaire	EA	1	$ 1,000.00	$ 1,000.00	$ 416.00	$ 416.00	$ 250.00	$ 250.00	$ 625.00	$ 625.00	$ 250.00	$ 250.00
120	Furnish and install countdown pedestrian head	EA	1	$ 3,000.00	$ 3,000.00	$ 1,235.00	$ 1,235.00	$ 1,503.00	$ 1,503.00	$ 1,155.00	$ 1,155.00	$ 1,306.00	$ 1,306.00
121	Furnish and install pedestrian push button assembly	EA	1	$ 1,500.00	$ 1,500.00	$ 555.00	$ 555.00	$ 354.00	$ 354.00	$ 950.00	$ 950.00	$ 250.00	$ 250.00

CITY OF BUENA PARK

CITYWIDE TRAFFIC SIGNAL UPGRADES &

BID SUMMARY

Project No. 715 and Bid No. 2026-05

Bid Opening: 3/23/26 - 2:00 P.M.

				Engineer's Estimate		Select Electric, Inc		Elecnor Belco Electric		Crosstown Electrical & Data Inc		California Professional Engineering, Inc.	
Bid Item	Description	Unit Type	Units	Unit Price	Extended Amount	Unit Price3	Extended Amount4	Unit Price2	Extended Amount6	Unit Price7	Extended Amount8	Unit Price9	Extended Amount10
122	Connect new to existing 2" conduit	LF	10	$ 100.00	$ 1,000.00	$ 109.00	$ 1,090.00	$ 190.00	$ 1,900.00	$ 450.00	$ 4,500.00	$ 1,000.00	$ 10,000.00
123	Furnish and install 3" PVC conduit	LF	165	$ 150.00	$ 24,750.00	$ 68.00	$ 11,220.00	$ 118.00	$ 19,470.00	$ 200.00	$ 33,000.00	$ 85.00	$ 14,025.00
124	Furnish and install 3 CSC cable	LF	200	$ 7.00	$ 1,400.00	$ 2.00	$ 400.00	$ 4.00	$ 800.00	$ 5.00	$ 1,000.00	$ 5.00	$ 1,000.00
125	Furnish and install 12 CSC cable	LF	210	$ 9.00	$ 1,890.00	$ 3.00	$ 630.00	$ 7.00	$ 1,470.00	$ 9.00	$ 1,890.00	$ 5.00	$ 1,050.00
Traffic Signal at the intersection of Buena Park Downtown East and La Palma Ave							$ -		$ -		$ -		$ -
126	Furnish and install new ATC controller unit complete	EA	1	$ 10,000.00	$ 10,000.00	$ 9,217.00	$ 9,217.00	$ 9,173.00	$ 9,173.00	$ 8,880.00	$ 8,880.00	$ 9,355.00	$ 9,355.00
127	Furnish and install new LED countdown pedestrian signal face module	EA	5	$ 1,000.00	$ 5,000.00	$ 478.00	$ 2,390.00	$ 746.00	$ 3,730.00	$ 275.00	$ 1,375.00	$ 275.00	$ 1,375.00
128	Furnish and install new LED IISNS	EA	4	$ 3,000.00	$ 12,000.00	$ 2,449.00	$ 9,796.00	$ 4,890.00	$ 19,560.00	$ 5,850.00	$ 23,400.00	$ 5,102.00	$ 20,408.00
129	Furnish and install 3-12" vehicle head complete	EA	5	$ 2,000.00	$ 10,000.00	$ 1,275.00	$ 6,375.00	$ 1,424.00	$ 7,120.00	$ 1,570.00	$ 7,850.00	$ 1,505.00	$ 7,525.00
130	Furnish and install new sign on signal mast arm	EA	2	$ 800.00	$ 1,600.00	$ 444.00	$ 888.00	$ 192.00	$ 384.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
131	Relocate existing Emergency Vehicle Pre-emption (EVP) detector	LS	1	$ 2,000.00	$ 2,000.00	$ 3,482.00	$ 3,482.00	$ 2,600.00	$ 2,600.00	$ 2,555.00	$ 2,555.00	$ 3,000.00	$ 3,000.00
132	Reconstruct curb ramp's wing	LS	1	$ 5,000.00	$ 5,000.00	$ 3,560.00	$ 3,560.00	$ 3,516.00	$ 3,516.00	$ 3,590.00	$ 3,590.00	$ 3,450.00	$ 3,450.00
133	Remove and dispose existing standard Type 26 complete. Remove foundation and restore surface	EA	1	$ 6,000.00	$ 6,000.00	$ 6,675.00	$ 6,675.00	$ 5,000.00	$ 5,000.00	$ 5,200.00	$ 5,200.00	$ 1,500.00	$ 1,500.00
134	Furnish and install Type 29 standard	EA	1	$ 32,000.00	$ 32,000.00	$ 45,351.00	$ 45,351.00	$ 44,135.00	$ 44,135.00	$ 44,850.00	$ 44,850.00	$ 43,700.00	$ 43,700.00
135	Furnish and install pedestrian push button post	EA	1	$ 3,500.00	$ 3,500.00	$ 1,146.00	$ 1,146.00	$ 2,548.00	$ 2,548.00	$ 1,775.00	$ 1,775.00	$ 2,500.00	$ 2,500.00
136	Relocate existing LED luminaire	EA	1	$ 1,000.00	$ 1,000.00	$ 416.00	$ 416.00	$ 250.00	$ 250.00	$ 625.00	$ 625.00	$ 250.00	$ 250.00
137	Furnish and install countdown pedestrian head	EA	1	$ 1,500.00	$ 1,500.00	$ 1,235.00	$ 1,235.00	$ 1,503.00	$ 1,503.00	$ 1,155.00	$ 1,155.00	$ 1,306.00	$ 1,306.00
138	Furnish and install pedestrian push button assembly	EA	1	$ 1,000.00	$ 1,000.00	$ 555.00	$ 555.00	$ 354.00	$ 354.00	$ 950.00	$ 950.00	$ 250.00	$ 250.00
139	Furnish and install 2" PVC conduit	LF	25	$ 100.00	$ 2,500.00	$ 86.00	$ 2,150.00	$ 48.00	$ 1,200.00	$ 300.00	$ 7,500.00	$ 80.00	$ 2,000.00
140	Furnish and install 3 CSC	LF	135	$ 7.00	$ 945.00	$ 2.00	$ 270.00	$ 4.00	$ 540.00	$ 5.00	$ 675.00	$ 6.00	$ 810.00
141	Furnish and install 12 CSC	LF	155	$ 9.00	$ 1,395.00	$ 4.00	$ 620.00	$ 7.00	$ 1,085.00	$ 9.00	$ 1,395.00	$ 6.00	$ 930.00
142	Furnish and install miscellaneous wires	LF	270	$ 3.00	$ 810.00	$ 19.00	$ 5,130.00	$ 7.00	$ 1,890.00	$ 10.00	$ 2,700.00	$ 3.50	$ 945.00
143	Pull back, reinstall, and reconnect existing service wires	LS	1	$ 750.00	$ 750.00	$ 3,619.00	$ 3,619.00	$ 3,500.00	$ 3,500.00	$ 1,208.00	$ 1,208.00	$ 1,000.00	$ 1,000.00
			Bid Total		$ 1,084,290.00		$ 939,500.00		$ 1,119,720.00		$ 1,184,823.00		$ 1,094,499.65

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

CITYWIDE TRAFFIC SIGNAL UPGRADES & SAFETY ENHANCEMENTS PROJECT
HSIPSL-5310 (044)
"Project"

Project Number: 715
Bid Number: 2026-05

This CONTRACT ("Contract") is made and entered this 14th day of April, 2026 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and Select Electric, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 297034 The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Notice Inviting Bids for the above-referenced project ("Project"), dated February 2026
C. The Instructions to Bidders for the Project, dated February 2026;
D. Contractor's Bid for the Project, dated March 23, 2026 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
E. The Contractor's Bonds for the Bid and the Project;
F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated February 2026 ("Plans and Specifications").
G. The City of Buena Park's Standard Specifications for Public Works Projects, Latest Edition;
H. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the "Project"), as such Project and the Work to be performed by Contractor is further are described in the Contract Documents.

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total *NOT-TO-EXCEED* amount of Nine Hundred and Thirty Nine Thousand, Five Hundred dollars ($939,500) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **SIXTY (60) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self

insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

    a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

    b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

    c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

    a. General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

    b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

    c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver

of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except

with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements

effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers (“Indemnitees”), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor’s performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

13. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

15. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

SELECT ELECTRIC, INC
("CONTRACTOR")

By: _____

By: _____

April 14, 2026
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT WITH THE COUNTY OF ORANGE FOR MUNICIPAL SOLID WASTE DISPOSAL RATES AND SERVICES

PREPARED BY	PRESENTED BY
Joe Hunt, Public Works Manager	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the WISE Agreement with the County of Orange ("County") for municipal solid waste disposal rates and services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

The County, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA), which provided guaranteed landfill capacity and disposal rates of at least 10% below non-contract customers. The WDA has been amended several times, in 2004, 2009, 2015, and most recently for a one-year extension on May 13, 2025.

DISCUSSION

The WISE agreement is proposed to replace the WDA. The current WDA limits annual rate increases to the CPI and does not account for rising operational, regulatory, and environmental compliance costs. OCWR indicates that additional capital is needed to fund closure of the Brea Olinda landfill and to significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term of the agreement. OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 25-26 rate) to $82.00 in the first year and were projected to rise to nearly $107.00 by 2035.

Through negotiations, OCCMA reached an agreement on a phased rate structure for the first three years of the agreement. Starting in FY 29-30, the rate includes a CPI increase.

Fiscal Year	Contract Rate

2026–27	$67.00/ton
2027–28	$74.00/ton
2028–29	$81.00/ton
2029–30	$81.00/ton + CPI

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions for inclusion in the WISE Agreement:

- Beginning in 2030, an annual “true-up” process that may freeze CPI adjustments depending on OCWR’s cost recovery and tonnage revenue. Cities may initiate a ‘meet and confer’ process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR’s financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste is sent to OCWR; the County will offer optional organic waste processing services.

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rates up to 10% higher. The ‘Participation Threshold’ for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify the document. The agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

BUDGET IMPACT

The WISE agreement has no impact on the City's budget.

Attachments

2026-01-27 FINAL WISE Agreement JH.pdf

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF BUENA PARK

Dated APRIL 14, 2026

County Authorization Date:

City Authorization Date:

April 14, 2026

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

Aaron France
City of Buena Park
6650 Beach Blvd
Buena Park, CA 90621

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ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT ("WISE Agreement" or "Agreement" are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the city, special district, or sanitary district designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement ("OSA") as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement ("WISE Agreement" or "Agreement"), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Infrastructure System Enterprise Agreement ("WISE Agreement") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"Capital Costs" means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to "Buildings and Improvements, and Infrastructure" (Object Code 4200), "Equipment" (Object Code 4000-4040) and "Intangible" (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq*. as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq*., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Landfills" means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

"County Plan" means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body

which succeeds to the duties and powers thereof.

"Designated Facility" means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

"Director" means the Director of OC Waste & Recycling.

"Disposal Services" means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

"Disposal System" means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Full Cost Recovery" means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County's long-term liability and maintaining adequate financial reserves.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Material" or "Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq*.), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq*.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq*.) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

"Host Fee" means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) ("Host Cities") for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries

of the County and delivered to the Waste Infrastructure System.

"Importation Agreement" means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"MRF Fines" mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(F).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

"Organics Infrastructure" means organic processing facilities designed to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

"Organics Legislation" means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organics Processing Services" means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

"Organics Services Agreement" ("OSA") means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Participation Threshold" means the point at which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by local, State, and federal regulation to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(C) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*., as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq*., as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Special District" means public agencies created by a Governmental Body to provide one or more specific services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the term of this Agreement.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

"Unacceptable Waste" means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

"Waste Infrastructure System" or "Disposal System" means County owned or operated waste management

related facilities, including active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"WISE" means Waste Infrastructure System Enterprise.

"WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
(3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently

exist or as they may be amended in the future:

1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have

been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

(i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
(ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
(iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the

number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the

Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;

(6) Acceptable Waste in excess of permitted limits; and

(7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is

not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms

and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received

by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

a. 50% of any Net Import Revenues shall be paid to the County General Fund.

b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.

c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement ("OSA") provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone ("RMDZ") Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designates zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **$67/ton** (July 1 2026 through June 30, 2027), **$74/ton** (July 1, 2027 through June 30, 2028), and **$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;

(ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;

(iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided

below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment (the "Annual CPI Adjustment"). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}}\right] - 1 = \%\ \text{increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department's total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County's annual review findings.

Nothing in this section shall be interpreted as limiting the County's rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State's Integrated Waste Management fee, which is currently $1.40 per ton, but is expected in increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq*., or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly

make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging

Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Waste Infrastructure System;

(iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB 939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and

5. Projected liabilities for closure and post closure as well as reasonable reserves for

other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for

cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) new regulatory requirements;

(vi) Changes in Law;

(vii) changes in transportation and technology;

(viii) closure and expansion of nearby landfills;

(ix) capacity of the Disposal System;

(x) provision of new and/or expanded services; and

(xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the

other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
Aaron France
City Manager
City of Buena Park

Date_____ By _____
Adria M. Vicuna
City Clerk
City of Buena Park

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

Jurisdiction	***Percentage of County Acceptable Waste***
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	**100%**

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.

(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Wate tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2

CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year (Ending June 30)	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 3

CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (Ending June 30)	***Annual Capital Costs***	***Cumulative Capital Costs***
2026	$72,599,664	$72,599,664
2027	$79,950,000	$152,549,664
2028	$155,135,000	$307,684,664
2029	$136,185,000	$443,869,664
2030	$41,171,500	$485,041,164
2031	$16,745,000	$501,786,164
2032	$18,165,000	$519,951,164
2033	$36,605,000	$556,556,164
2034	$30,100,000	$586,656,164
2035	$1,510,000	$588,166,164
2036	$25,000,000	$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of April 14, 2026 (the "Acknowledgment"), and between the City of Buena Park (the "City") and EDCO (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials dated as of June 1, 1984; and Amendment No. 1 dated April 10, 1989; and Amendment No. 2 dated February 5, 1991 (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of April 14, 2026; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.
2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest

on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 14th day of April, 2026.

"CITY"

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

_____
(Franchise Hauler)

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

_____

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT ("Organics Agreement" or "OSA") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material ("PGM") could be utilized as Alternative Daily Cover ("ADC") for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

"Acceptable Organic Waste" means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

"Attachment" means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"City Acceptable Organic Waste" means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

"City Organic Tonnage Limit" the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

"Commencement Date" means the date on which the obligations of the parties hereto commence.

"Contract Date" means the first date on which this OSA has been executed by both parties hereto.

"Controllable Organic Waste" means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City's Organics Legislation compliance requirements.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Initial Term" has the meaning specified in Section 5.1(A) hereof.

"Manure/Stable Bedding Program" means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding ("Material") by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

"Organic Contract Rate" has the meaning specified in Section 4.2 hereof.

"Organic Diversion Credit" means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State's waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

"Organic Infrastructure" means the County's organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

"Organics Legislation" means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organic ROWP Procurement Credit" means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

"Organics Agreement" means this Organic Services Agreement ("OSA") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Organic Take-Back Goal" means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Processed Green Material" ("PGM") as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County's Organic Infrastructure under the OSA.

"Proportional Share" means 60% of the weight of Controllable Organic Waste City delivered by City to County's Organics Infrastructure.

"Recovered Organic Waste Product" or "ROWP" means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

"Recycled City Organic Waste" means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

"Renewal Term" has the meaning specified in Subsection 5.1(C) hereof.

"Residential Organic Waste" means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

"Waste Disposal Agreement" ("WDA") means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

"Waste Infrastructure System" or "Disposal System" means active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"Waste Infrastructure System Enterprise Agreement" or "WISE Agreement" means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste

Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)

2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.

2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.

3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.

4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;

(4) Acceptable Organic Waste in excess of permitted limits;

(5) Acceptable Organic Waste that would result in County violating Applicable Law;

(6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV
ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V
TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
[NAME]
City Representative
City of XX

Date_____ By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)
1942 N. Valencia Avenue
Brea, CA 92823
Permitted Maximum Tonnage (Open Windrow): 94 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day
Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)
11002 Bee Canyon Access Road
Irvine, CA 92602
Permitted Maximum Tonnage (Open Windrow): 210 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Permitted Maximum Tonnage (Open Windrow): 204 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANICE WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility ("MRF") fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler's facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. Hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM's moisture content is unacceptable and cannot be received for processing at the County's Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. The hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins,

etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. Material Quantity: manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. ("Material")
2. Material Volume: County and City/Hauler will determine the anticipated volume of Material to ensure that the County's Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
    a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
    b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. Material Delivery:
    a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
    b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
    c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
    d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
    e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City's/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County's organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit[1]	**Monthly Limit[2]**	**Annual Limit**
TBD		_____tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.

2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than $17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031

Agenda Date: 04/23/2019

Item No: 48

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By. _____
Deputy

April 14, 2026
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT WITH NORESCO FOR ENERGY CONSERVATION AND EFFICIENCY PROJECT UNDER AN ENERGY SERVICES COMPANY (ESCO) AGREEMENT

PREPARED BY	PRESENTED BY
Deepthi Arabolu, Assistant City Engineer	Mina Mikhael, Director of Public Works/City Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the Guaranteed Maximum Price (GMP) Construction Contract with NORESCO, LLC in the amount of $6,875,016 for implementation of the Energy Conservation and Efficiency Project; 2) Authorize a purchase order for the Solis Group in the amount of $36,800 for administration of the Community Workforce Agreement (CWA); 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 4) Authorize the City Manager and City Clerk to execute the contract; and 5) Authorize a budget allocation in the amount of $6,911,816 from the undesignated Measure R Fund balance for full project implementation.

PREVIOUS CITY COUNCIL ACTION

In November 2025, the City Council directed staff to proceed with the Investment Grade Audit (IGA) conducted by Noresco, LLC, covering four major Energy Conservation Measures (ECMs). These included designs focused around lighting, EV chargers, and solar panels to reduce energy consumption, lower long-term operating costs, and advance the City's Climate Action Plan goals.

DISCUSSION

Following City Council direction, staff finalized the Investment Grade Audit, negotiated a Guaranteed Maximum Price (GMP), and completed contract documents including:

- Measurement & Verification Agreement (20-year term)
- Savings Guarantee
- Maintenance Agreement
- Community Workforce Agreement compliance
- Potential Incentive and Investment Tax Credit estimates

This project will:

- Upgrade lighting at nine (9) City facilities to high-efficiency LED systems
- Install window film at City facilities
- Install seven (7) EV charging stations (six dual-port Level 2 and one DC Fast Charger)
- Install a 189 kW-DC solar photovoltaic (PV) system with with 125 kW/516 kWh Battery Energy Storage System (BESS) at Ehlers Event Center

APPROVED ENERGY CONSERVATION MEASURES:

1. Interior & Exterior LED Lighting Upgrades**:** Improvements will reduce electricity consumption, maintenance costs, and improve lighting quality and safety.

Lighting upgrades will occur at:

- City Hall
- Police Department
- Community Center
- Ehlers Event Center
- City Yard
- William Peak Park
- Boisseranc Park
- Brenner Park
- San Antonio Park

The project will replace or retrofit approximately 3,100+ fixtures with high-efficiency LED systems, including flat panel and Type C linear retrofits, downlights, exterior wall packs and flood lighting, parking and canopy fixtures, and wireless Bluetooth mesh lighting controls (no cloud connection).

2. Window Film Installation: This improvement reduces solar heat gain, improves indoor comfort, and lowers HVAC load and peak demand. Window film will be installed at the City Yard, City Hall, Community Center, and Ehlers Event Center.

3. Electric Vehicle (EV) Charging Infrastructure: Supports fleet electrification and long-term fuel and maintenance savings, contingent on procuring and operating EVs. The City would need 13 EVs (approx. $760,000 total), with potential funding from the vehicle replacement fund and FY 2026–27 budget.

Installation includes:

- Five (5) dual-port Level 2 EV chargers at the Police Department
- One (1) dual-port Level 2 charger at City Hall
- One (1) Level 3 DC Fast charger at City Hall

4. Solar Photovoltaic (PV) + Battery Energy Storage System: The system will offset on-site electricity use, reduce peak demand charges, provide resiliency benefits, and generate federal Investment Tax Credit (ITC) revenue under the Inflation Reduction Act. Installation includes a 189 kW-DC solar PV system with 125 kW/516 kWh Battery Energy Storage System (BESS) at Ehlers Event Center.

TOTAL PROJECT COST:

The total project cost identified in the Investment Grade Audit (IGA) is $6,875,016. This represents the total cost of the contract based on the 100% Investment Grade Audit. This does not include a contingency for any unexpected incidentals encountered in the field.

The full cost of implementing all four Energy Conservation Measures, inclusive of equipment, labor, design, commissioning, and construction:

ECM	Description	Cost
ECM 1	Interior & Exterior LED Lighting	$1,776,137
ECM 2	EV Charging Stations	$898,907
ECM 3	Solar PV + Battery Energy Storage System (BESS)	$3,829,386
ECM 4	Window Film Installation	$370,586
	Total (IGA Construction Cost)	$6,875,016

INCENTIVES & FEDERAL INVESTMENT TAX CREDIT:

1. Utility Incentives (Not Guaranteed)

    Through Southern California Edison (SCE) and SoCalREN (NMEC pathway):

    - LED Lighting Incentive: $121,500
    - Window Film Incentive: $30,109

    Total Estimated Utility Incentives: $151,609

2. Federal Investment Tax Credit (Direct Pay – IRA §48E)

    Estimated Investment Tax Credit for Solar PV + BESS is $1,401,366. This is available through the Inflation Reduction Act direct pay mechanism.

    Total Estimated Incentives & Credits is $1,552,975
    These funds will be returned to the City upon receipt and reduce the net project cost.

SAFE HARBOR COMPLIANCE:

To preserve eligibility for the federal Investment Tax Credit, major solar equipment must be procured by July 2026 to meet IRS Safe Harbor rules, with initial payments structured to allow early procurement of solar modules and key equipment; failure to meet these deadlines could reduce available federal incentives. Thus, the payment schedule provides an initial larger payment to procure solar equipment in time to meet federal Safe Harbor requirements, followed by approximately equal monthly construction payments through completion.

PROJECT TIMELINE (Per Preliminary Construction Schedule):

- Contract Execution: April 2026
- Notice to Proceed: April 15, 2026

- Construction begins: July 2026
- Construction Duration: 231 days
- Substantial Completion: March 1, 2027
- Savings Guarantee Commencement: Following Final Acceptance

Total project duration: approximately 302 days

20-YEAR SAVINGS GUARANTEE:

NORESCO provides a 20-year guaranteed savings commitment totaling $7,738,256.

Year 1 Guaranteed Savings: $285,154; Year 20 Guaranteed Savings: $510,167

The guarantee escalates annually and includes utility cost savings, and operation & maintenance savings. If verified savings fall below the guaranteed amount in any year, NORESCO is contractually obligated to reimburse the City for the shortfall.

CLIMATE ACTION AND ADAPTATION PLAN (CAAP) ALIGNMENT:

The ESCO project supports multiple actions identified in the City's Climate Action and Adaptation Plan (CAAP). A cross-reference between the ESCO project scope and CAAP measures identifies six key areas of alignment, primarily related to municipal energy efficiency, electrification, and renewable energy deployment.

Specifically, the project advances CAAP strategies through installation of electric vehicle (EV) charging infrastructure, implementation of energy efficiency retrofits, completion of a comprehensive energy audit, and deployment of on-site solar photovoltaic (PV), and battery energy storage systems (BESS).

While the CAAP includes an action (M4c) related to replacing diesel or natural gas backup generators with zero-emission alternatives, this project's BESS is not intended to function as a backup power source. Rather, as identified in the Investment Grade Audit (IGA), the BESS is designed to reduce peak electricity demand and associated utility costs.

BUDGET IMPACT

Total project costs are shown below with the following breakdown:

Construction Contract: $6,875,016

CWA Administration Services: $36,800

Total Project Cost: $6,911,816

Funding Source: Measure R
Estimated Incentives & Federal ITC: $1,513,889

The EV Charging Station energy-savings are dependent upon the City acquiring 13 electric vehicles to utilize the chargers. Five hybrid vehicles proposed to be replaced in the FY 2026-27 budget could be swapped with electric models for an additional $40,000. The remaining eight vehicles are not currently budgeted for replacement and currently have a combined MSRP of approximately $515,000 plus tax and up-fitting costs. Limited funds may be available in the vehicle replacement fund for this purpose.

The 20-year guaranteed savings exceed total project cost and provide long-term fiscal and environmental benefits to the City upon receipt.

Attachments

Final Contract Noresco - 68 pages.pdf
Att 2 of 2 CWA Energy Conservation & Performance Contract.pdf

CITY OF BUENA PARK
CONSTRUCTION CONTRACT FOR DESIGN-BUILD SERVICES
Energy Conservation and Performance Contract

This Construction Contract for Design-Build Services ("Contract") is dated April 15, 2026 ("Effective Date"), and is entered into between the City of Buena Park, a California municipal corporation ("City") and NORESCO, LLC, a Delaware limited liability company ("Contractor"), with reference to the following facts:

RECITALS

A. Under authority of Public Contracts Code sections 22185 *et seq*. (or "Senate Bill 706"), City and Contractor (jointly at times hereinafter the "**Parties**") have previously entered into that certain Agreement for Progressive Design-Build Services dated as of August 14, 2024 (the "**Preconstruction Agreement**"), pursuant to which City retained Contractor to complete a comprehensive investment grade audit, preliminary design, and preconstruction services (the "**Preconstruction Services**," as are more specifically defined in the Preconstruction Agreement) in connection with City exploring the feasibility of completing certain energy and water conservation, energy efficiency, energy generation and capital improvements projects at various facilities owned by the City.

B. Contractor has completed the Preconstruction Services to the satisfaction of City, including preparing and presenting to City a final investment grade audit report (the "**Final IGA Report**," as more specifically defined below) and preliminary design for the energy-related upgrades, improvements, and conservations measures that are described in the Final IGA Report (the "**Project**," as more specifically defined below), and the Parties have negotiated and in good faith and reached an agreement on a guaranteed maximum price for Contractor's completion of the Project.

C. City now desires to amend the Preconstruction Agreement to authorize Contractor to complete the Project, and Contractor desires to provide and perform such work, subject to and on the terms and conditions specified in this Contract.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Preconstruction Agreement" means that certain Agreement for Progressive Design Build Services between the Parties and dated August 14, 2024 (PSA 24-09).

"Applicable Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, act, code, ruling, proclamation, resolution, declaration, requirement or interpretive or advisory opinion or letter of such Governmental Authority, as construed from time to time by any Governmental Authority, in each case, applicable to the Work, the Sites, the Project, the Parties or any other matter bearing on interpretation or performance of this Contract, as applicable.

"Assessment" means the Final IGA Report and all investigations, feasibility and configuration assessments conducted by the Contractor to fulfill its obligations under this Contract.

"**Beneficial Use**" means when major new equipment and systems included in the Work are properly installed, inspected, operational, and are capable of being used for their intended purpose.

"Change Order" means a written instrument prepared by City and Contractor pursuant to Section 8 stating their agreement upon: (a) a change in the Work or Equipment; (b) the amount of the adjustment in the Contract Price, if any; and (c) an adjustment in the Project Schedule, if any.

"**City Indemnitees**" is defined in Section 11(a).

"**Claim**" has the meaning set forth in Section 7.6.

"Community Workforce Agreement" is defined in Section 2.3(i) and set forth in **Attachment 8.**

"Completion Date" means the date set forth in the Project Schedule by which Contractor is guaranteeing Substantial Completion of the Project will be achieved, except as may be adjusted by a Change Order.

"Consultant" means any Person performing or providing expert or professional advice in connection with the Work.

"Contract" means this Contract.

"**Contract Documents"** means this Contract and all final Drawings, Specifications, Change Orders, Warranties, surveys, plans, models, reports and designs, and addenda thereto (whether or not attached due to their size), Engineering Documents, Non-Collusion Declaration, and other documents referred to in the Contract, and authorized written modifications issued after execution of this CWO.

"Contract Price" means the amount set forth in Section 2.1(a), which is the total payable by City in consideration for Contractor's providing of Equipment, performance of the Work, and delivery of the Project under this Contract, and inclusive of any Compensation that is due under Section 4 of the Agreement, except as may be adjusted by a Change Order.

"Contractor Event of Default" has the meaning set forth in Section 7.1.

"Drawings" mean graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn by Contractor, or Contractor's Subcontractor or Consultants.

"Equipment" means all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required or included in the Work and comprise part of the Project by the terms of the Contract Documents and all Legal Requirements.

"Equipment Documentation" shall mean copies or originals of (i) all operating specifications, warranties and other similar information obtained by Contractor from Equipment vendors or Subcontractors or prepared by Contractor or Subcontractors as part of the Work, (ii) a complete inventory list of all Equipment comprising the Project, and (iii) all documentation and identification information with respect to all Equipment comprising part of the Project, including reference or serial numbers for all photovoltaic panels, inverters and other equipment included in the Work.

"**Equipment Warranties"** shall mean the product warranty from any Supplier for the Equipment incorporated into the Project.

"Energy Conservation Measures" or "ECMs" shall mean those renewable energy generation and energy efficiency improvements to be constructed or installed as part of the Work and utilized as part of the System.

"Engineering Documents" shall mean all documents including Drawings, diagrams, plans, Equipment Documentation, Equipment Warranties, Shop Drawings, Assessments, addenda, reports calculations, performance models and other models, designs schedules, and other documents prepared or furnished by Contractor pursuant to this Contract in respect of the design, engineering and construction of the Project.

"Environmental Law" means all Applicable Laws related to health, safety, the protection of the environment or regulation or prohibition of the environmental pollution or contamination, including laws relating to land use, emission and pollution, discharges into or pollution of water, and Hazardous Materials.

"**Equipment Deposits**" shall have the meaning set forth in Section 4(a)(ii).

"**Excusable Event**" means any reasonably unforeseeable act, event, occurrence, condition or cause beyond the control of Contractor, or against which Contractor could not have reasonably anticipated before the Effective Date or mitigated upon discovery, and so long as the act, event, occurrence, condition or cause was not attributable to errors or omissions of Contractor, or Contractor's Subcontractors or Consultants. Subject to the foregoing, Excusable Events may include the following: (i) any wrongful act or wrongful failure to act of, or other unreasonable delay caused by City; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement or Governmental Approval; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority, City, and any delays caused thereby; (iv) undisclosed or unforeseen conditions encountered at the Sites; (v) changes in Applicable Laws having a material impact on the Project or this Contract, but excluding impacts to Contractor's cost to perform; (vi) Force Majeure Events; (vii) work or requirement by Utility affecting the Work; (viii) labor, equipment or material shortages or delays beyond existing known conditions and/or circumstances present as of the Effective Date of this Contract; (ix) abnormally severe weather conditions, which shall mean weather conditions resulting documented delays or stoppage of Work for more than 21 cumulative days during the Performance Schedule, or causes damage or destruction to the Project prior to Final Completion); (x) City's delay in issuing, or failure to issue the Notice to Proceed.

"Final Completion Date" shall mean the actual date on which the Final Completion of the Project has been achieved, as set forth in the Notice of Completion issued by City.

"Final IGA Report" means the final investment grade audit of City facilities and potential emergency conservation improvements, upgrades, and conservation measures prepared by Contractor and approved by City, and set forth in **Attachment 7**.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Contract, any act or event (to the extent not caused by the fault or negligence of such Party or its agents or employees) which is unforeseeable, or being foreseeable, reasonably unavoidable (including by completing industry standard inspections or taking prudent commercially reasonable protective and preventative measures) and outside the reasonable control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its material obligations under this Contract including natural disasters, acts of God, drought, flood, earthquake, storm, fire, explosion, lightening, epidemic, pandemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, and strikes, lockouts or other labor disturbances or disputes of a national or regional scope. Notwithstanding the foregoing to the contrary, Force Majeure Events shall not include any of the following:

(a) mechanical or equipment failures (except to the extent any failure is itself caused by a Force Majeure Event);

(b) any condition of the Site for which the affected Party is responsible under this Contract;

(c) strikes, walkouts, lockouts or other labor disturbances or disputes specific to the Project or such Party claiming a Force Majeure Event; or

(d) Economic hardship of either Party.

"Governmental Approval" shall mean each and every national, autonomic, regional and local license, approval, authorization, certification, registration, exemption, filing, recording, permit or other approval with or of any Governmental Authority, including each and every construction or operating permit and any agreement, consent or approval from or with any other Person that is required by any Applicable Law or that is otherwise necessary for the performance of the Work and completion of the Project.

"Governmental Authority" shall mean any national, autonomic, regional, provincial, town, city, local or municipal government, authority, body, agency, ministry, court, judicial or administrative body, taxing authority or other governmental organization having jurisdiction over the Work, the Site, the Project, the Parties or any other matter in question (as applicable).

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyls ("PCBs"), urea formaldehyde insulation, lead paints and coatings, any chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Applicable Law.

"Incentive Funds" shall have the meaning set forth in Section 2.9.

"Incentive(s)" means subsidies, rebates, credits, reductions, allowances or other financial incentives which the Contractor shall apply for on behalf of the City.

"Industry Standards" means those standards of care and diligence generally practiced or accepted by reasonably prudent contractors of the energy services industry in engineering, designing, constructing, installing and operating energy efficiency and/or renewable energy generation projects of substantially similar scope, equipment, and geographic region to the Project and in accordance with good engineering and design practices, sound construction procedures, Governmental Approvals, the Contract Documents and other generally accepted standards established for such Work. Industry Standards are not intended to be limited to optimum practice, methods, equipment specifications or acts to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods generally accepted within the energy services industry to accomplish the desired results and must take into consideration the conditions specific to any given facility, including to the extent such conditions would require a person to (a) perform its duties in good faith, (b) perform its duties in compliance with the Contract Documents, (c) use sufficient and properly trained and skilled personnel, and (d) use parts and supplies that meet the specifications set forth in the Contract Documents, in all cases with respect to (a) through (d) herein, taking into account all of the costs, expenses and benefits of operation of the System.

"**Instruments of Service**" has the meaning set forth in Section 12(h)(iii).

"Interconnection Agreement" means an agreement entered into by and between City and the Utility for the System.

"LD Rate" has the meaning set forth in Section 5.7(e).

"Legal Requirement" means the requirement of any Applicable Law.

"Lien Release Forms" is defined in Section 4.9 and are listed in **Attachment 6**.

"Liquidated Damages" has the meaning set forth in Section 5.7(e).

"Maintenance Agreement" is defined in Section 2.1(c)(1) and set forth in **Attachment 9**.

"Measurement and Maintenance Agreement" is defined in Section 2.1(c)(2) and set forth in **Attachment 10**.

"**Mobilization Payment**" has the meaning set forth in Section 4(a)(ii).

"**Notice to Proceed"** means a written notice issued by City authorizing and directing Contractor to commence Work on the Project as described herein, the anticipated date of such issuance being set forth in the Project Schedule.

"**Payment Application"** has the meaning set forth in Section 4.4.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority or other entity recognized by Applicable Law.

"**Progress Payment"** means a payment made by City to Contractor in accordance with the provisions of Section 4.7.

"Progress Payment Milestone(s)" is defined and described in Section 4.7.

"Project" shall mean the engineering, design, procurement, installation, and construction of the System as further described in Attachment 1, and completion of the Work in accordance with the Contract Documents.

"Project Manual" shall mean the volume assembled for the Work which shall include, without limitation, to the extent within Contractor's possession, Contract Documents, Governmental Approvals, Equipment Documentation, Equipment Warranties, results of start-up, operational, and other test conducted under the Testing and Commissioning Plan, Engineering Documents including as-built drawings, an operations & maintenance manual, and all other documents that are reasonably applicable to the Work, as required, with reasonably specific instructions and in reasonably sufficient scope and detail to permit City to safely operate, monitor and maintain the System at its tested output level in the ordinary course of business. The Project Manual shall include a table of contents in a format agreed upon by the Contractor and City, which agreement will not be unreasonably withheld, conditioned or delayed.

"Project Schedule" shall mean the schedule for prosecution of the Work, including all development, engineering, permitting, mobilization, construction, equipment procurement, testing and commissioning of the Project, that is set forth in **Attachment 3** of this Contract.

"Punchlist" or **"Punchlist Work"** shall mean the list of Work uncompleted upon the achievement of Substantial Completion of the Project, but the lack of which or the failure of which to complete (considered individually or in the aggregate) does not or will not, in the reasonable opinion of City, impair the ability of City to safely operate, monitor and maintain the System in the ordinary course of business. The Punchlist must be agreed upon by City, which agreement will not be unreasonably withheld.

"Recovery Plan" means a plan prepared by Contractor, and submitted to the City, demonstrating to the City's reasonable satisfaction, the measures that Contractor has taken or will take in order to (i) remedy a delay in completing a portion of the Work by the scheduled dates for such Work as provided in the Project Schedule including achievement of Substantial Completion by the Completion Date.

"Request for Information" means a written request prepared by the Contractor asking the City to provide additional information above and beyond that which is available in the Contract Documents and all reference standards, regarding fulfilling the obligations under the Contract, and the form of which is on file with City.

"RFI Priority Schedule" is defined in Section 8(e).

"Safety Plan" is defined in Section 2.2(a).

"Savings Guarantee" is defined in Section 2.2 and set forth in **Attachment 11**.

"Schedule of Values" has the meaning set forth in Section 4.7(a)(i) and is set forth in **Attachment 2**.

"Shop Drawings" shall mean drawings, diagrams, schedules, and other data, which are prepared by Contractor, or by Contractor's Subcontractors, Consultants, manufacturers, Suppliers, or distributors illustrating any portion of the Work. The Contractor shall obtain and submit with the Shop Drawings all seismic and other calculations and all product data from Equipment manufacturers. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

"Site" or **"Sites"** means the location or locations that are owned or controlled by City where Contractor is to perform the Work and complete construction of the Project set forth in the Contract Documents.

"Specifications" mean that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

"Subcontract" means any contract, subcontract, purchase order, or other agreement whereby a Subcontractor undertakes either to: (a) perform or provide any portion of the Work; or (b) to provide all or a portion of the Equipment required by any Person performing or providing any portion of the Work.

"Subcontractor" means: (a) any Person, other than Contractor, performing or providing any portion of the Work, whether retained by Contractor, any Affiliate of Contractor, or any Person hired by Contractor or any of its Affiliates, and including every tier of Subcontractor, Sub-Subcontractors, and so forth; and (b) any Supplier.

"Substantial Completion" means, in the reasonable discretion of City, Beneficial Use of the Project with the exception of the Punchlist.

"**Superintendent**" has the meaning set forth in Section 2.3(b).

"**Supplemental Instruction"** or **"SI"** means a written instrument prepared by City and submitted to Contractor requesting a minor change to the Work that does not impact the Contract Price or Project Schedule that is mutually agreeable to both parties.

"Suppliers" means any Person providing or supplying all or a portion of the Equipment that is included in the Project, or is required by any Person to perform or provide any portion of the Work, whether or not incorporated into the System, including any materialman, vendor or supplier.

"System" means the energy efficiency and renewable energy generation components of the ECMs that are necessary to provide a fully integrated and operational Project, at each Site as applicable, in accordance with the Contract Documents and as described in the Work.

"Target Annual Energy Production" means the target number of kWh that the renewable energy generation components of the System shall produce in the first year following the Final Completion Date as detailed in the Final IGA.

"Testing and Commissioning Plan means a plan prepared by Contractor that includes the elements required to implement start-up and operational tests, and otherwise includes all matters relating to testing and commissioning the Project as required by the Contract Documents.

"**City Indemnities**" has the meaning set forth in Section 2.3(m).

"Utility" means the utility providing electrical services to the Site(s).

"Warranties" means, collectively, the warranties provided by Contractor to the City hereunder, as described in Section 2.17.

"Warranty Period" has the meaning set forth in Section 2.17(d).

"Work" means: (a) complete engineering and design of the System including as-built drawings; (b) the procurement, installation, construction and erection, commissioning, start-up and testing, and all other services, including all labor, materials' storage, services, demolition, disposal, Site preparation, equipping, verification, training, manuals and other things and actions in connection therewith, as necessary for Contractor to fulfill all of its obligations pursuant to this Contract, the Contract Documents, any Change Orders; and the requirements of Utility and the Interconnection Agreement, the Governmental Approvals, and any other Legal Requirement; (c) the provision of Equipment; (d) transportation and storage of the Equipment; and (e) all of the foregoing that Contractor performs through any Subcontractor or Consultant.

2. SCOPE OF WORK.

2.1 Work.

(a) Subject to and in accordance with the terms and conditions of this Contract, and conditioned on City's issuance of a Notice to Proceed, City hires Contractor to provide and Contractor agrees to provide all Work and Equipment necessary to delivery to City the Project described in this Contract for the total fixed, guaranteed not-to-exceed price of **$6,875,016.00** (the "Contract Price").

(b) Contractor agrees that the Work and its obligations under this Contract include, without limitation: (1) furnishing all engineering, system designs, supervision, labor, equipment and materials, tools, utilities, communications, implements, appliances, and transportation, to procure or to assist the City in procuring, as applicable, all Governmental Approvals; (2) where applicable, preparing on behalf of City and assistance with submitting all Incentive applications, the Interconnection Agreement, and all related applications and documents; (3) coordinate with Utility for any and all requirements to allow the Project to be placed in operation; (4) erect, install, start-up, test and commission the Project; (5) perform all obligations set forth in this Contract; (6) perform all reasonably necessary and related activities for the successful completion of the Work and the delivery of the Project in compliance with this Contract; (7) perform all Work free and clear from any and all liens and claims (other than liens and claims created by the or through acts or omissions of City) from mechanics, material suppliers, Subcontractors, artisans, machinists, teamsters, freight carriers, and laborers for the Project; and (8) perform all Work in a good and workmanlike manner, all in compliance with the Contract, Industry Standards, Legal Requirements, and that the Project satisfies each of the following: (i) meets or exceeds the Legal Requirements manufacturer's Specifications or by methods otherwise approved by the manufacturer; (ii) complies with all requirements of Utility and the Interconnection Agreement; (iii) meets or exceeds the Warranties and guarantees provided for in this Contract; (iv) is safe and adequate for the purpose and conditions intended by the Work; (v) is free from defects in materials and workmanship; and (vi) is comprised of Equipment which is new (unless otherwise mutually agreed) and of the specified quality and type when installed, designed and manufactured, and of a grade at least equal to generally accepted national standards for the design, manufacture and quality of such Equipment.

(c) The Work is further described in the final Specifications for the Project included in **Attachment "1"** to this Contract, and includes the work and services described in Section 1.1(b)(1)-(3), below. Contractor is solely responsible for and has control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract except as specifically instructed otherwise herein. The Work shall not exceed that set forth in this Contract except pursuant to a Change Order.

(1) Maintenance. Contractor is responsible for storing, serving and maintaining the Equipment prior to the Final Completion Date. Upon and following the Final Completion Date, Contractor shall service and maintain the Equipment at the City's cost pursuant to the terms of a "Maintenance Services Agreement" to be entered into by the Parties as of the Final Completion Date, the form and terms of which are set forth **in Attachment 9** to this Contract ("**Maintenance Agreement**"). Except as specified in the Maintenance Agreement, after the Final Completion Date, City shall be responsible for servicing and maintaining the Project at its own cost.

(2) Measurement & Verification. Commencing on the Final Completion Date, Contractor shall provide to City, at City's cost, those ongoing measurement and verification services that are more specifically described in a "**Measurement & Verification Agreement**" to be entered into by the Parties as of the Final Completion Date, and form and terms of which are set forth in **Attachment 10** to this Contract.

(3) Project Commissioning. Before the Project is accepted as complete by the City, Contractor shall conduct a thorough and systematic performance test of each item of Equipment, system element, and total Project functionality in accordance with the procedures specified in the Testing and Commissioning Plan. Contractor shall design and perform testing to determine if the Equipment is functioning in accordance with both the manufacturing specifications and parameters of the Final IGA Report, and to determine if modified building systems, sub-systems or components are functioning within the new integrated environment. Contractor shall provide notice to City of the scheduled test(s) and City, and/or its designees, shall have the right to be present at any or all such tests conducted by Contractor and/or manufacturers of the Equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment or Project operations that may be identified during implementation of the Testing and Commissioning Plan. As a condition to City's accepting the Project as complete, Contractor shall provide documentation evidencing to City's reasonable satisfaction that each item of Equipment and the aggregate Project are operating as specified in this Contract.

(4) Standards of Comfort. Contractor will design and implement the Project in a manner consistent with the standards of heating, cooling, ventilation, hot water supply, lighting quality and levels, and similar environmental considerations defined in the IGA Report. After the Final Completion Date and for the duration of the Maintenance and Verification Agreement, Contractor and/or City, as applicable, will maintain and operate the Project in a manner that provides the standards of comfort and levels of operation as described in the Final IGA Report.

(5) Fluorescent Lamp and Ballast Disposal. Contractor will provide for the appropriate management and disposal of any PCB ballasts removed in connection with the Project. Contractor will subcontract with an approved PCB ballast disposal company to provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services for PCB ballasts in accordance with EPA and any other applicable requirements. All capacitors and asphalt potting compound materials removed from PCB ballasts will be incinerated in an approved facility. After proper disposal, a Certificate of Destruction will be provided by the approved facility to City.

(c) Project Training. Prior to and as a condition of City's acceptance of the Project as complete, Contractor will conduct a training program for designated City employees concerning the maintenance and operation of the Equipment that is consistent with that described in the IGA Report and at the very least includes, without limitation, training in the operation, emergency shut-down procedures, and recommended operation and maintenance of each item of Equipment and the Project generally.

(d) Performance of Work. Contractor shall provide, perform or procure all Work necessary to complete the Project. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors or Consultants shall be equally applicable to the Contractor. Work will be performed in such a manner so as not to harm the structural integrity of the buildings or their existing operating systems, and to the extent reasonably feasible, avoiding interrupting the day-to-day operations of City. Contractor shall repair and restore to its original condition damage to City buildings or property caused by Contractor's performance under this Contract. City reserves the right to review the Work

performed by Contractor and to direct certain corrective action if, in the opinion of City, the structural integrity of buildings or operating systems is or will be harmed. All costs associated with such corrective action to damage caused by Contractor's performance of the Work shall be borne by Contractor. Contractor is responsible for all Work performed, whether self-performed by Contractor, completed by Subcontractors, or others on its behalf.

2.2 Guarantee of Energy Savings. From and after the Final Completion Date, Contractor shall guarantee to City the amount of energy cost savings generated by the Project pursuant to and in accordance with the terms of that certain Guaranty of Energy Cost Savings Agreement in Attachment 11 to this Contract ("**Savings Guarantee**").

2.3 Contractor Personnel and Labor

(a) Competency. Contractor agrees to use, and agrees that it shall require each Subcontractor to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to perform the Work. Contractor and each Subcontractor shall: (i) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (ii) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (iii) keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. City shall have the right, but not the obligation, to require the removal from the Project of any Superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

(b) Superintendent. Contractor shall provide a competent superintendent and assistants as necessary given the nature and scope of the Work, all of whom shall be in attendance at the Project Site(s) during performance of the Work (the "Superintendent"). The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

(c) Prevailing Wages. Contractor acknowledges the Project is a "public work" as defined in California Labor Code Section 1720 *et seq*., and that the Project is subject to: (i) Section 1720, including without limitation Labor Code Section 1771, and (i) the rules and regulations established by the Director of Industrial Relations implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (i) and (ii) as though set forth in full herein. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City of Commerce City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on the Project Contractor acknowledges receipt of a copy of the Department of Industrial Relations determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each Site. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit five hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Department of Industrial Relations for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

(f) Compliance Monitoring and Posting Job Sites. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by Applicable Law.

(g) Employment List. Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract

thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the City, its officers and agents and to the representatives of the Department of Industrial Relations.

(i) Community Workforce Agreement. Contractor acknowledges the Project is subject to and governed by that certain Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions that is set forth in **Attachment 8** to this Contract ("**Community Workforce Agreement**"). Contractor and each Subcontractor must submit a Letter of Assent in the form attached to the Community Workforce Agreement agreeing to be bound to the terms and conditions thereof in completing the Work.

(j) Apprentices. Contractor shall comply with and be bound by the provisions of Article 12.2 of the Community Workforce Agreement, California Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations used in completing the Work. CONTRACTOR shall ensure that all apprentices performing Work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding Work, Contractor and each of its Subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed.

(j) Debarment or Suspension. Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. Contractor and any Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If Contractor or any Subcontractor becomes debarred or suspended during the duration of the Work, Contractor shall immediately notify City.

(k) Registration with the DIR. Pursuant to California Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of Contractor's or Subcontractor's current registration with the Department of Industrial Relations to perform the public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1

(l) Payroll Records. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1776, which requires Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to CITY; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform City of the location of the records. Contractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting these records or as a penalty to City, Contractor shall forfeit one hundred dollars ($100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Section 5.2 of the Community Workforce Agreement also requires Contractor and all Subcontractors to pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

(m) Hours of Labor**.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

(n) Prevailing Wage Indemnity**.** To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of any failure to comply with the requirements of this Section by any person (including Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract, including without limitation the payment of attorneys' fees, and other related costs and expenses. All duties of Contractor under Section 2.3 of this Contract shall survive its expiration or termination.

(o) Subcontractors. For every Subcontractor performing Work, Contractor shall be responsible for such Subcontractor's compliance with California Labor Code Sections 1720, 1860, and 3700, and Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions of this Section 2.3 and a requirement that each Subcontractor shall comply with these provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

2.4 Contractor Responsibility. Contractor shall be responsible for acts and omissions of Contractor's employees, Subcontractors, material and Equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under contract with Contractor or any of its Subcontractors. Contractor shall not be relieved of obligations to perform the Work in accordance with this Contract by tests, inspections, or approvals required or performed by persons other than Contractor. Contractor shall be responsible for inspection of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

2.5 Subcontractors and Other Contracts for Portions of the Work

(a) Subcontractors have been selected by Contractor and presented to for consideration City pursuant to the following procedures:

(i) All Subcontractors have been designated, together with the scope and cost of the Work to be performed by each Subcontractor, as well as that portion of the scope and Cost of the Work to be self-performed by Contractor, in the Schedule of Values in **Attachment 2.**

(ii) Contractor has clearly designated the Equipment and ECM's that will be provided directly by Contractor (or Affiliated entities), and the Equipment and ECM's that will be procured by Contractor from all Suppliers or Subcontractors, in the Schedule of Values.

(iii) City has the right, without cause or justification, to reject any proposed Subcontractor or Supplier. Any substitutions of Subcontractors or Supplies required by City may result in an increase in the Contract Price (except to the extent City requires a substitution for reasonable safety or performance concerns) and/or the granting of an extension of time for the Project Schedule. Substitutions of Subcontractors made at the election of Contractor shall not result in any increase in the Contract Price. Contractor shall enter into written agreement with each Subcontractor performing any portion of the Work and shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to abide by the terms of the Contract Documents and to assume toward the Contractor all obligations and responsibilities which Contractor, by the Contract Documents, assumes toward City. Contractor and

Subcontractors may not perform work on a public works project with subcontractor who is ineligible to perform work on a public project pursuant to California Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to City. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to perform Work.

(b) Each Subcontract for a portion of the Work shall be assigned by Contractor to City only under the following circumstances:

(i) Assignment is effective only after termination of this Contract with Contractor by City for cause pursuant to Section 7.1 and only for those Subcontract agreements which City accepts by notifying the Subcontractor in writing; and

(ii) Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to this Contract.

2.6 Supply and Procurement of Equipment

(a) Except as expressly provided to the contrary in the Work, Contractor, at its expense, shall purchase all Equipment, and transport and deliver all Equipment and shall inspect, unload, store, construct and install all Equipment required to complete the Project. Contractor shall maintain all Equipment Warranties, obtain required extended warranties when available, and, upon the expiration of the Warranty Period, cause any such remaining Equipment Warranties to be assigned and passed- through to City. Contractor shall at all times perform the Work in a manner consistent with all such Equipment Warranties and will not perform any actions that may violate such warranties.

(b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or any Subcontractor in the performance of its obligations under this Contract shall be new, unless otherwise specified or mutually agreed (if being incorporated into the System) or in good operating condition (if not being incorporated into the System). Such materials and Equipment shall at all times be maintained, inspected and operated by Contractor pursuant to Industry Standards and as required by Applicable Law until Beneficial Use. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or any Subcontractor in the performance of any of Contractor's or such Subcontractor's obligations under this Contract.

(c) Contractor shall maintain an active inventory list in respect of the Project and, upon completion of any Work with respect to the Equipment (including in respect of any claim under the Warranties), Contractor shall update the active inventory list to reflect the serial numbers and all other information reasonably required by City with respect to any new Equipment installed as part of such Work.

2.7 Utilities. Contractor shall supply temporary power (this shall not apply to any power required by City as a result of any temporary shutdown by Contractor required in connection with the performance of the Work), telecommunications, water, waste disposal, and other utilities and services to temporary construction trailers required for performance of the Work.

2.8 Utility Rate Changes. If applicable, and subject to City's prior authorization, Contractor shall be responsible for coordinating the desired rate schedule changes with Utility for the Project. Contractor will be responsible for ensuring the Project meets the requirements for inclusion in the desired rate schedules and will promptly inform City if there is any discrepancy between such requirements and the Specifications for any System or Work. It is preferred that the switching to these rate schedules happen after the Project has been operational continuously for a thirty (30) day period as required for Final Completion. If Utility only

allows the rate schedule to be changed at the time of System interconnection, then the rate schedule change should occur at the time of System interconnection with Utility.

2.9 Incentives. Contractor shall secure on behalf of and for the benefit of, or otherwise payable to City, any subsidies, rebates or other incentives, specifically including providing technical assistance to the City in applying for the Solar Investment Tax Credit Direct Pay, that may be available to City from any Governmental Authority or Utility in connection with or relating to the financing, installation, or operation of the Project or otherwise, including but not limited to those identified in advance by Contractor in **Attachment 4** ("**Incentive Funds**") in a timely manner and within the Incentive availability period. Contractor acknowledges that it shall have no right or interest in any such subsidies, rebates or other Incentives. City acknowledges that Contractor has no control over final payment or availability of such Incentive Funds, but Contractor shall exercise good faith and sound professional judgement in identifying, applying for, and otherwise obtaining the Inventive Funds on City's behalf. City acknowledges and agrees that unless Contractor breaches the foregoing Contractor will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Price or the payment timeline associated with payment of the Contract Price.

2.10 Testing and Inspection. Contractor shall at its own expense conduct start -up and operational tests, and such other tests described in the Work or Specifications, and shall be responsible for all testing and inspection fees for and coordination with any Governmental Authority for the approval of the Project. Contractor will notify City no less than five (5) days prior to the commencement of testing and City will have the right to observe all such tests. Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with all Legal Requirements. The following shall apply to the testing and inspection of the Project:

(a) Rejection of Work. City's selected representative may, acting reasonably, recommend to the City that the City reject Work which does not conform to the Contract Documents.

(b) Testing Off-Site. If applicable, any material shipped by Contractor from the source of supply shall not be incorporated in the Project until having satisfactorily passed testing and inspection requirements pursuant to applicable Equipment Specifications, Applicable Law or the requirements of any Governmental Authority.

(c) Responsibility for Errors and Omissions. In the event that any portion of the Work performed by Contractor is determined to not comply with the Contract Documents, if after providing ten (10) days written notice to Contractor to cure or to commence and diligently pursue to cure completion of the requirements under the Contract Documents, City through no fault of its own, is required to provide or secure additional professional services (other than those professional services already within City's scope) Contractor shall be invoiced by City for any reasonable actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention until corrected; or deducted from the Contract Price if City incurs actual costs of correction.

(d) Additional Testing or Inspection, and Costs Related Thereto

(i) If City or Governmental Authority determines that any portion of the Work requires additional testing, inspection, or approval, Contractor will, upon City's written authorization, arrange for such additional testing, inspection, or approval. City shall bear such costs except as set forth in paragraph (ii), below.

(ii) If the testing or inspection of Work on the Project reveals that Work does not comply with Contract Documents or Legal Requirements, Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, approval, or re-approval, including, but not limited to, compensation for services and expenses of the testing laboratory and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(e) Costs for Premature Test. If Contractor requests any test or inspection for any portion of the Project and that portion is not ready for the inspection, City shall have the right to invoice Contractor for all costs and expenses relating to the testing or inspection, including, but not limited to, compensation for services and expenses of the testing laboratory, and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall make payment thereof within thirty (30) days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(f) Covered Work. If a portion of the Work is covered or enclosed contrary to the request of any Governmental Authority, City's request, or requirements specifically expressed in the Contract Documents, it must, if required by the Governmental Authority or City, be uncovered for the Governmental Authority's or City's observation and be replaced at Contractor's expense without change in the Contract Price or Project Schedule.

(g) Tests and Inspections Not to Delay Work. Tests and inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work on the Project. Contractor shall provide City a minimum of five (5) working days' notice prior to commencement of tests and inspections.

(h) Independent Testing Laboratory. City will select and pay for an independent testing laboratory to conduct tests and inspections and, except as included in the scope of work or specifically provided otherwise in the Contract Documents, City shall pay for all associated costs. Selection of the materials required to be tested shall be made by the laboratory or City and not by Contractor.

2.11 Local and General Conditions

(a) Contractor has conducted a visual examination of the Sites and acknowledges and agrees that it has satisfied itself as to the general and local conditions and circumstances affecting the Work that could be reasonably ascertained from a visual inspection to ensure that the Project can be built according to all Applicable Laws and Industry Standards in place as of the Effective Date of this Contract. Contractor acknowledges and agrees that where Assessments were conducted, the results have been provided to the City within five (5) days of having been received by the Contractor if requested and all costs associated with the results have been accounted for in the Contract Price.

(b) Contractor acknowledges and agrees that it has taken into account all Assessments in any preliminary Engineering Documents that it has provided for use by the Parties in developing the terms and conditions of this Contract. All preliminary engineering and installation Drawings provided by Contractor were completed to be consistent with Applicable Law in place as of the Effective Date of this Contract, all prevailing construction standards and codes in place as of the Effective Date of this Contract, and the ECMs that City has approved to be incorporated into the Project.

(c) When required by the Work or otherwise required to satisfy this Section 2.11, Contractor will furnish, at its expense, the services of geotechnical engineers or Consultants when reasonably required or as required by Applicable Laws. Such services with reports and appropriate professional recommendations shall include, if applicable, test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions. At City's request, Contractor shall make available to City the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by Contractor.

(d) Unless specifically stated in writing by City, Contractor may not rely upon the accuracy of any utility services or site survey information related to private utilities that the City may provide.

(e) Certain pre-existing conditions may be present within the Sites that: (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Contractor's Work, (iii) may cause Contractor's completed Work to be noncompliant with applicable codes, (iv) may prevent City from realizing the full benefits of Contractor's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Contractor's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Contractor will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Work or an approved Change Order. Contractor, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with City for additional compensation and, if appropriate, an extension of time.

2.12 Safety Precautions and Programs

(a) Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Subcontractors shall have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project including a Contractor Safety Plan ("**Safety Plan**"), which shall cover all Work performed by Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the site of Work, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor will provide and maintain first-aid supplies for minor injuries.

(b) Prior to beginning the Work, Contractor shall provide City with a copy of the Safety Plan, as well as, if requested, an evaluation and appropriate documentation of the safety record of any first-tier Subcontractor that will be performing Work on the Project. The Safety Plan shall include the location of emergency utility shutoffs (both manual and electronic shutoffs, if applicable). Contractor shall review the emergency shut off and evacuation plan with City prior to start of construction.

(c) Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) employees on the Work and other persons who may be affected thereby; (B) the Work, material, and Equipment to be incorporated therein, whether in storage on or off the site of the Work, under the care, custody, or control of Contractor or Contractor's Subcontractors; and (C) other property at any Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall give notices and comply with Legal Requirements, ordinances, rules, regulations, and lawful orders of Governmental Authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

(d) Contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users of adjacent sites and utilities as identified by City in the preconstruction meeting.

(e) Contractor shall have mandatory pre-job safety briefing for all employees and Subcontractor employees on their first day of on-site construction for their company. Hard hat stickers shall be issued as a proof of briefing attendance.

(f) Safety meetings will be held once a week during construction with all Contractor employees and Subcontractors employees attending. Printed names will be taken of those attending the meeting. No individual will start work on the Site without having attended a safety briefing on the dangers and protocols of the Site. Records of this training will be kept and provided to City upon request. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be made readily available at the Project Site.

(g) When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall notify City any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the City and local fire authorities.

(h) Pursuant to California Labor Code section 6705, to the extent any portion of the Work involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to City or a registered civil or structural engineer employed by City a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Safety Plan, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Safety Plan or Applicable Law. Pursuant to California Labor Code section 6705, nothing in this Article shall impose tort liability upon City or any of its employees.

2.13 Protection of Work and Property. During such times as Contractor or Subcontractors are performing any portion of the Work, they shall protect and secure such Work, materials and Equipment, City's property, and the Site where the Work is being performed from damage or loss arising in connection with operations under the Contract Documents. Contractor and Subcontractors shall repair damage or loss to Equipment or City's property caused by them. Contractor will provide reasonable protection to prevent damage, injury, or loss to employees of Contractor and Subcontractors performing Work under this Contract. Contractor will not be responsible for City's employees' safety unless Contractor's negligence in the performance of its Work is the proximate cause of the City employee's injury. The following shall apply to the protection of Work and property:

(a) Contractor shall at all times comply with the requirements of Applicable Laws and the Safety Plan with respect to the use, occupancy and condition of the Sites, including the location and maintenance of storage and laydown areas used by Contractor.

(b) Contractor will be responsible for all storage and receiving of all Equipment or other freight at the Site(s) or other approved location(s) in a secure manner. Contractor shall obtain City approval, for each Site, the location and size of any requested "lay down", storage, and/or work area. Such approval not to be unreasonably withheld or delayed.

(c) If Equipment or other materials are requested to be stored on-site, prior to construction activities at the Sites, Contractor shall obtain City approval, for each Site, the location and size of any requested storage area. Such approval not to be unreasonably withheld or delayed.

(d) Contractor shall be solely responsible to timely notify all public and private utilities serving the affected Sites before commencing work on the Sites. Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with California Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to City or its designated representative, upon request.

(e) Contractor and Subcontractors shall use only those ingress and egress routes designated by City, observe the boundaries of the Sites designated by City, park only in those areas designated by City, which areas may be on or off the Sites, and comply with any parking control program established by City such as furnishing license plate information and placing identifying stickers on vehicles.

(f) Contractor shall keep the Sites and surrounding area free from accumulation of waste material or rubbish caused by operations under this Contract. The Sites shall be maintained in a safe, reasonably neat (as may be expected during active construction or work), and orderly condition. If Contractor fails to reasonably clean up as provided in the Contract Documents, upon providing prior written notice to Contractor and if Contractor fails to respond within five (5) days, City may do so and the actual, direct and reasonable cost thereof shall be invoiced to Contractor and withheld from Progress Payments and/or retention. Upon completion of the Project, Contractor and Subcontractor shall dismantle temporary

structures, if any, and remove from the Sites all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

2.14 Emergencies. In an emergency affecting the safety of persons or property, Contractor shall take any action necessary, at Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in and requested in accordance with the relevant provisions of this Contract. Contractor shall promptly report in writing to City all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City.

2.15 Hazardous Materials. In the event the Contractor encounters or suspects the presence on or in any Site of Hazardous Materials, which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to City in writing, whether or not such material was generated by Contractor or City.

(b) Contractor will comply with all Applicable Laws with respect to the identification, and if applicable as part of the Work, removal and proper disposal of any Hazardous Materials known or discovered at or around the Sites, and in connection there with will execute all generator manifests with respect thereto. Contractor and Subcontractors will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work.

(c) To the extent City is aware of the presence of any Hazardous Materials at any Site, City shall be responsible for informing Contractor in writing of the location of such Hazardous Materials and shall bear responsibility for reasonable damages for personal injury or property damage caused by its failure to disclose the presence of such Hazardous Materials to Contractor. Notwithstanding the foregoing, City shall have no affirmative duty or obligation to investigate for Hazardous Materials on any of the Sites.

(d) Any Hazardous Material disposal responsibility of Contractor is explicitly stated in this Contract or Contract Documents, and otherwise the cost thereof shall be borne by City.

(e) City will indemnify, defend, and hold Contractor harmless from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature that in any way result from, or arise under, such City owned or generated Hazardous Materials, except for liabilities to the extent arising from: (1) the negligence or willful misconduct of Contractor, or its Subcontractors, agents or representatives, in the handling, disturbance or release of preexisting Hazardous Materials; (2) Hazardous Materials transported onto the Sites by Contractor, or its Subcontractors, agents or representatives; or (3) as otherwise set forth in this Contract. This indemnification will survive any termination of this Contract.

2.16 System Manuals and Drawings

(a) Submittal. Contractor shall obtain and shall submit to City all required Engineering Documents in accordance with the Project Schedule and as required in the Contract Documents with such promptness as to cause no delay in the Work. City shall have the right, but not the obligation, to review all Engineering Documents and may direct Contractor to make such changes to the design and engineering of the Project as City reasonably believes are necessary and as are requested within a reasonable time after the Engineering Documents are submitted, so long as any such changes are within the scope of Work (or, if not, a Change Order has been executed with respect to such changes); provided however, that no such review or requested change shall impose any liability on City (other than to make payment in accordance with any applicable Change Order) or relieve Contractor of any of its responsibility for the design, engineering and performance of the Project as provided in this Contract. Any submission, which in City's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unviewed by City for resubmission by Contractor. Contractor shall not

commence any portion of the Work requiring an Engineering Document or sample submission until City has approved the submission.

(b) Sample. Where samples or mockups are requested by City, and Work is approved based on the samples or mockups, all Work shall be in accordance with the approved samples and mockups.

(c) Extent of Review. In reviewing Engineering Documents, City will not verify dimensions and field conditions. City will review and approve Engineering Documents, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. City's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless City has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the Engineering Documents. Contractor shall submit structural/civil plans and supporting calculations for solar panels system and other applicable improvements for City's review and approval.

(d) Substitution Unless the Contract Documents state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." City may consider an untimely substitution request if the product specified is no longer commercially available or in City's best interest.

(e) Project Manual. A Project Manual shall be assembled by Contractor and provided to City as a requirement for achieving Final Completion.

(f) Documents and Samples at the Site. Contractor shall maintain at the Project for the City one record copy of the Drawings, Specifications, Change Orders, and other modifications, in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the Sites approved Shop Drawings, Engineering Documents, samples, and similar required submittals.

2.17 Warranties

(a) Contractor Warranties. Contractor warrants that, throughout and until the end of the Warranty Period:

(i) The Project will be engineered, designed, and constructed to satisfy all applicable Legal Requirements, the requirements of Utility, the requirements of the Contract Documents, and all descriptions set forth herein, applicable construction codes and standards and all other requirements of this Contract, and to produce a fully functional Project that is capable of operating free of major defects, assuming customary operation and maintenance, and provided Contractor is provided with notice and a reasonable opportunity to cure any such defects that may arise during the Warranty Period.

(ii) All Equipment installed as part of the agreed upon ECMs shall conform in all respects to the requirements of the Contract Documents, Legal Requirements, the requirements of the City, the Utility and all other requirements of this Contract and shall be new and undamaged at the time it is put into service, and will be installed in accordance with the Equipment Documentation (including all requirements necessary to preserve and maintain in effect any and all Equipment Warranties) and all Equipment Warranties are in effect.

(iii) The Work, including all workmanship and materials incorporated therein will be free from defects in design, engineering, materials, construction, and workmanship, and shall conform in all respects with all Legal Requirements, the requirements of Utility, City, and the Contract Documents.

(b) Subcontractor and Supplier Warranties. Contractor shall, for the protection of City, use commercially reasonable efforts to obtain from all Suppliers and Subcontractors from which Contractor procures machinery, equipment or materials or services, warranties and guarantees with respect to such machinery, equipment, materials or services, which shall be made available to City to the full extent of the

terms thereof. At all times during performance of Work under the Contract Documents, Contractor shall perform the Work in a manner consistent with all such warranties and shall not perform any actions that may violate or void such warranties. Contractor shall assign all remaining Equipment Warranties to City upon expiration of the Warranty Period. Contractor shall deliver to City promptly following execution or receipt of the applicable agreement copies of all warranties and guarantees received from any Subcontractor or Suppliers, together with copies of such agreements (redacting confidential information as required thereunder).

(c) Independent Warranties. Contractor's Warranties under this Section are separate and independent of one another. Contractor's failure to meet any of the foregoing warranties shall be deemed a breach of the Warranties.

(d) Warranty Period. Contractor shall remedy any breach of the Warranties set forth in this Section occurring during the period commencing on the date of Beneficial Use of each ECM and ending on the date that is that later of one (1) year after the Beneficial Use of the entire Project, or the date upon which any applicable manufacturer's warranty for any item of Equipment put into Beneficial Use expires (the "Warranty Period").

(e) Remedies.

(i) If any Warranty set forth in this section is breached or a defect or deficiency is discovered during the Warranty Period, Contractor shall, upon written notice from City of a Warranty claim prior to the expiration of the Warranty Period, at Contractor's sole option, re-perform, repair, replace and/or correct the applicable Work and resulting damage to the System caused by such defective Work on a reasonably expedited basis while making reasonable attempts to minimize any impact of the failure on the availability, output and functionality of the System. Contractor shall have reasonable access to the System as necessary to perform its Warranty obligations hereunder. All costs of or incidental to Contractor's performance of its Warranty obligations shall be borne by Contractor, including, where required, revising or re-engineering any deficient systems, the removal, replacement and reinstallation of all equipment necessary to gain access to defective Work, the repair of any and all damage to any part of the System or the Sites, and the cost of conducting all tests to confirm that all necessary corrective action has occurred. If the Project Warranties failure has the effect of voiding any Equipment Warranty, then Contractor will at its own expense correct the condition as required in order to ensure that the Equipment Warranty is reinstated by the manufacturer on such item, or that a replacement item with full Equipment Warranty is provided and installed.

(ii) Should Contractor fail to begin to perform such necessary repairs, replacement, or correction within ten (10) days' notice of a Warranty claim or such shorter period as necessary in the event of an emergency (but not less than twenty-four (24) hours) and thereafter diligently pursue such correction, City shall have the right to perform such repair, replacement or correction, and Contractor shall be liable for all reasonable, direct costs, charges and expenses incurred by City in connection with such repair or replacement and shall forthwith pay to City an amount equal to such costs, charges and expenses upon receipt of invoices certified by City. City's action in correcting defects in accordance with this Section shall not void Contractor's Warranty obligations hereunder, except in the case of City's or its agent's (other than Contractor or any Subcontractor) negligence or willful misconduct.

(f) Warranty Exclusions. Notwithstanding any provision herein to the contrary, the Warranty obligations of Contractor do not extend to (i) Work that is damaged by the negligence or willful misconduct of City or other third party not under the control of Contractor, (ii) the failure of City to maintain and operate the Equipment materially in accordance with all manufacturer's recommendations and any instructions, practices and procedures of which City has been advised in writing by Contractor (except if such failure is caused by Contractor or any Subcontractor), (iii) normal wear and tear, (iv) Force Majeure Events, (v) any alteration, repair or replacement made by a Person other than Contractor or any Subcontractor without the prior written approval of Contractor (excluding alterations, repairs or replacements made pursuant to this Contract), ; and (vi) corrosion, erosion, deterioration and abuse.

(g) Waivers. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CITY WILL HAVE NO REMEDIES AGAINST EITHER CONTRACTOR OR ANY CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, NEITHER CONTRACTOR, NOR CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, WILL BE LIABLE TO CITY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

2.18 City's Right to Stop the Work. If, after being provided written notice as required under the Contract Documents, Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents or fails to follow safety requirements, the City, by written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.19 City's Right to Carry Out The Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a sixty (60) day period after receipt of written notice or an alternative reasonable time period expressly stated in the written notice from the City) to commence and continue correction of such default or neglect with diligence and promptness, City may correct such deficiencies by whatever reasonable method City may deem expedient without prejudice to other remedies City may have, and may withhold the cost of such correction from any sums due Contractor under this Contract.

2.20 City's Obligations.

(a) Registration, Permits and Approvals.

(i) Prior to issuing the Notice to Proceed to Contractor, City must register the Project with the Department of Industrial Relations, using Form PWC-100.

(ii) City will cooperate fully with and assist Contractor in obtaining all Governmental Approvals required under this Contract. Contractor is responsible for obtaining and paying for (but including the cost therefor in the Contract Price) any and all permits required by any Governmental Authority in connection with the Project; except those permits, inspections, certifications, permits or approvals that may be required for ongoing operation of the Project after the Completion Date shall be the responsibility of City except as set forth in the Maintenance and Verification Agreement.

(b) Coordination. The Parties will work together in good faith to coordinate the activities of Contractor and Contractor's Subcontractors and Suppliers with those of City to allow Contractor to timely complete the Work.

(c) Access. City hereby grants to Contractor, without cost to Contractor, all rights of ingress and egress at the Sites, necessary for Contractor to timely perform the Work contemplated by this Contract, including without limitation and at no extra cost to Contractor, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours when reasonably required to minimize interruptions to City's normal activities at the Sites. Contractor shall provide City access to the Work in preparation and progress wherever located.

(d) Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not

be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

(e) City's Obligations.

(i) City will coordinate with Contractor to provide a temporary staging area for Contractor, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. City will provide sufficient space at the Sites for the performance of the Work and the storage, installation, and operation of any equipment and materials. City will not unreasonably restrict Contractor's access to Sites to make emergency repairs or corrections as Contractor may determine are needed.

(ii) City will maintain the portion of each Site that is not directly affected by Contractor's Work. City will keep the designated Site and staging area for the Project free of obstructions, waste, and materials within the reasonable control of City.

(iii) City will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.

(iv) Subsurface conditions and obstacles (buried pipe, utilities, etc.) that were not reasonably ascertainable by Contractor or are not otherwise previously and accurately documented by City and such documentation made available to and reasonably relied upon by Contractor are the responsibility of City.

(v) City will remove any Hazardous Materials either known to City prior to the commencement of the Work or encountered by Contractor during the construction of the Project, if necessary, in order for the Work to progress safely, unless otherwise specifically stated in the Work. Contractor will respond to the discovery of Hazardous Materials at or around the Sites during the course of Contractor's construction.

(vi) City will coordinate the Work to be performed by Contractor with its own operations and with any other construction project that is ongoing at or around the Sites, with the exception that Contractor will coordinate the interconnection Sites work, if any, which will be performed by the Utility.

(f) Appropriation. City warrants and represents that City has obtained complete funding to compensate Contractor for the Work before issuing a Notice to Proceed to commence Work.

3. TERM AND TERMINATION. The term of this Contract shall commence upon the Effective Date and shall expire upon Contractor's completion of the Work and acceptance by the City, as described in Section 4.13. In addition, all of the covenants, representations and warranties set forth in the Contract Documents, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract Documents, will survive such completion or termination for the periods provided for in the Contract Documents or otherwise allowed by law. The City or Contractor may terminate the Contract Documents only as provided in the Contract Documents.

4. PRICE AND PAYMENT.

4.1 Contract Price. As full and complete compensation for Contractor's obligations under the Contract Documents, City shall pay to Contractor in installments in accordance with the Progress Payment Milestones as specified in this Section 4, and Contractor shall accept as payment in full by City for the delivery of the Project and its other obligations under the Contract Documents, the Contract Price, except

as may only be adjusted by Change Orders in accordance with the provisions of this Contract. Except as otherwise provided herein, Contractor shall assume the risk of all costs in excess of the Contract Price in the performance the Work and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should Contractor believe that it is entitled to additional compensation or time, it must request such compensation pursuant to the provisions governing Change Orders (Section 8) and/or provisions governing Claims (Section 7.6).

4.2 **Retention.** City shall retain an amount equal to 5% of each Progress Payment made for the Project.

4.3 **Payment Schedule.** The Progress Payment Milestones defined in this Section shall be used as the basis for preparation of progress invoices. Subject to Section 4.9 and except as provided in the Agreement, City shall pay to Contractor the applicable Progress Payment set forth in the Progress Payment Milestones when:

(a) Contractor has completed the Work associated with such payment in accordance with the Progress Payment Milestones;

(b) Following submittal of the supporting documentation required for the respective Progress Payment Milestones to the satisfaction of the City;

(c) Following submittal of Payment Application; and

(d) Subject to Retention as provided in Section 4.2.

4.4 **Application for Payment.** Contractor shall submit to City an invoice (a "**Payment Application**") in the standard form on file with City. Each monthly progress report shall be certified by Contractor as being true and correct as of the date of such Payment Application. Contractor warrants that title to all Work covered by a Payment Application will pass to the City no later than the time of payment.

4.5 **Review of Progress Payment.** City will, within seven (7) days after receipt of Contractor's Payment Application, either approve such payment or notify Contractor in writing of City's reasons for withholding approval in whole or in part. The review of Contractor's Payment Application by City is based on City's observations at the Site and the data comprising the Payment Application whether the Work has progressed to the point indicated and whether, to the best of City's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. City will pay Contractor the amount City approves pursuant to Section 4.7 within 30 days after the Payment Application was properly submitted.

4.6 **Decisions to Withhold Payment.** City may withhold payment, in whole, or in part, to such extent as may be reasonably necessary to protect the City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

4.7 **Progress Payment Milestones.** Progress Payments shall be made in accordance with California Public Contract Code section 20104.50. City shall pay the Contract Price to Contractor on percent completion basis in accordance with the Schedule of Values in Attachment 2, and after Contractor has complied with the requirements of this Section 4.7 and the Contract Documents (each, a "**Progress Payment Milestone**"):

(a) General Provision for Progress Payment Milestones.

(i) Progress Payments: As the Work progresses, Contractor will submit to City its Payment Applications based on the progress made on the Project through the date on which Contractor submits such application for payment. Only one Payment Application shall be submitted per calendar month. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Price, and Payment Applications will be in accordance with the Schedule of Values.

(ii) Mobilization and Equipment Deposits: Notwithstanding paragraph (i) above, a "Mobilization Payment" equal to five (5) percent of the Contract Price, and an "Equipment Deposits" equal to five (5) percent of the Contract Price, shall be paid by City to Contractor upon City's issuance of a Notice to Proceed. Such amounts shall be deducted from the ensuing Progress Payment made by City to Contractor such that all future Progress Payments shall correspond with Progress Completion Milestones.

(iii) Final Payment: Five (5) percent of the Contract Price upon filing of the project Notice of Completion, less any amounts properly withheld by City in accordance with the Contract Documents, until such time, if any, that such amount or amounts may be or are required to be released in accordance with the Contract Documents.

4.8 Payments and Information to Subcontractors. No later than seven (7) days after Contractor receives payment from City, pursuant to California Business and Professions Code section 7108.5, Contractor shall pay to each Subcontractor, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled under the parties' Subcontract and payment terms, reflecting percentages actually retained from payments to Contractor on account of such Subcontractor's portion of the Work. Contractor shall, by appropriate Subcontract with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. City has no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by Applicable Law.

4.9 Waivers and Releases. Within thirty (30) days after receipt of each progress payment and the Final Payment, Contractor shall provide (and shall cause its first-tier Suppliers and Subcontractors to provide) to City a conditional lien waiver and release (related to the Progress Payment as applicable) in a form substantially similar to the forms attached hereto as **Attachment 6** ("**Lien Release Forms**")**.**

4.10 Progress Payment Terms. The obligation of the City to pay Progress Payments hereunder shall constitute a current expense of City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of City.

4.11 Completion of Work. Upon receipt of the Contractor's signed Final Completion Certificate, City will make an inspection to determine whether the Work, or designated portion thereof, is complete. If City's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, Contractor shall, before City's issuance of the Notice of Completion and Final Payment, diligently complete or correct such item.

4.12 Partial Occupancy or Use. To the extent reasonably practicable based on the particular portion of the scope of Work, City may occupy or use any completed or partially completed portion of the Work at any stage without accepting that Work and without waiving rights to claim damages as to that Work (to the extent expressly permitted herein). City and Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

4.13 Acceptance, Final Completion Certificate and Final Payment. If City's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to City its final Application for Payment. After City's representatives find the Work fully performed, City's governing body should accept the Work as fully complete. After completion, City shall record a Final Completion Certificate with the County Recorder in accordance with California Civil Code section 3093. Contractor shall, upon receipt of Final Payment from City, pay the amounts due Subcontractors. City shall pay the retainage pursuant to California Public Contract Code section 7107. Any application for Final Payment shall be accompanied by the same details required for regular progress payments. Acceptance of the Final Payment shall constitute a waiver and release of any lien, stop payment notice, and payment bond rights any claimant may have for labor and service provided, and equipment and material delivered,

to City for the Project, except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

4.14 Taxes. Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents.

4.15 Limitations on Compensation. The "Contract Price" includes the total, not to exceed guaranteed maximum compensation that will be paid to Contractor in connection with the Work and Project called for by this Contract, including: (a) all costs for all labor, materials, work or equipment needed to deliver a "turnkey" Project in compliance with the Contract Documents; and (b) any and all construction management fees, overhead, administrative charges, profit, or compensation of any other kind or nature to be paid Contractor in consideration for the Work.

5. COMMENCEMENT AND SCHEDULE

5.1 Project Schedule. Time is of the essence in this Contract (subject to any notice requirements and cure periods set forth herein), and, subject to the terms of the Contract Documents, the date for Substantial Completion of the Project shall be the Completion Date set forth in the Project Schedule in **Attachment 2**, and Contractor shall develop, design, install and commission the Project and perform all Work hereunder in accordance with the Project Schedule.

5.2 Project Phases and Notice to Proceed. The Effective Date shall not be postponed by the failure to act of Contractor or of persons or entities for which Contractor is responsible. The Work on the Project shall be performed in accordance with the following phased approach:

(a) Final Design Phase. Contractor shall prepare and deliver all Engineering Documents to City for review and approval, which approval shall not be unreasonably withheld. City shall diligently review and respond to each submission by Contractor within twenty (20) days. Contractor shall incorporate City's comments and requested changes unless Contractor can demonstrate that such requested changes would materially impact the Contract Price, the Project Schedule, or any other material requirement of the Contract Documents in which case Contractor shall submit a Change Order. Upon resolution of the provision hereinabove set forth, Contractor shall complete and submit revised Engineering Documents as early as is practical but in all cases within 20 days.

(b) Governmental Approval Phase. Upon City's written approval of Engineering Documents, Contractor shall seek all such approvals of all required Engineering Documents and the Project as may be required by any Governmental Authority. Contractor shall exercise all reasonable diligence to ensure that all necessary Governmental Approvals are received by the date specified in the Project Schedule. City shall not unreasonably withhold its consent to any modifications to the Engineering Documents that may be requested by any Governmental Authority or quasi-governmental agency with jurisdiction over the Project or the Work, excepting any changes that materially affect the Contract Price, the Savings Guarantee , the Target Annual Energy Production, or that materially affect the siting of the Project and its impact on City's operations. The Engineering Documents with all changes as necessitated by any Governmental Authority and as approved by City shall constitute the 100% Engineering Documents and serve as the basis for construction. The receipt and approval of the one hundred percent (100%) Engineering Documents and copies of all Governmental Approvals by the City shall constitute the completion of the Governmental Approval Phase.

(c) Construction Phase. Following completion of the Governmental Approval Phase, Contractor shall facilitate, or cooperate with City in its efforts to facilitate, a kick-off meeting with City, Contractor, Subcontractors, and any other third-parties deemed necessary by the Parties. Following the kick-off meeting, Contractor shall commence the construction of the Project in accordance with the one hundred percent (100%) Engineering Documents and all other Contract Documents.

(d) Substantial Completion. When Contractor believes it has achieved Substantial Completion, Contractor shall notify City of the same and the City shall expeditiously work to inspect and confirm. Within

ten (10) business days after Contractor's submission City shall either (i) acknowledge and agree in a writing delivered to Contractor that the Project has been satisfactorily completed, or (ii) advise Contractor by written notice that Substantial Completion has not been achieved and identify any missing items or defects or deficiencies in the Work for which Contractor is responsible or any other reason why the requirements of Substantial Completion have not been met. Substantial Completion shall be achieved when, and completion of the Construction Phase requires that:

(1) The Project has been built in conformance with the terms and conditions of the Contract Documents, and with the requirements of the Utility if applicable;

(2) The Project complies with all applicable Legal Requirements and has passed all required inspections by any applicable Governmental Authority and all applicable Governmental Approvals have been received and copies thereof have been delivered to City;

(3) If applicable, submission of a written request to schedule the Utility permission to operate inspection and a copy thereof provided to City.

(4) Contractor shall have delivered a true, correct, and complete certification of Substantial Completion signed by Contractor.

(e) Commissioning Phase. During the construction phase of the work on the Project and before the Completion Date, Contractor shall conduct all commissioning tests in accordance with the Contractor's Testing and Commissioning Plan which shall include but is not limited to start up and operational tests. Contractor shall provide notice to City of any scheduled test(s) of installed equipment or the System, and City or its designees shall be present, at their option (and should City not attend, waive their rights to the same), at any or all such tests conducted by Contractor, any Subcontractor, or manufacturers of the Equipment. Contractor shall be responsible for correcting or adjusting all deficiencies in the System, Work and Equipment operations that Contractor provided and installed that may be observed during Equipment commissioning procedures. Completion of the commissioning phase requires that:

(1) If applicable, all requirements of Utility for testing and interconnection of the renewable energy generation systems installed as part of the System have been satisfied, the System is fully interconnected and operating normally to produce electricity and Contractor has obtained written permission to operate from Utility for each Site;

(2) The start up and operational tests and all other related tests have been completed to the City's satisfaction and the results provided to the City;

(3) All Work has been completed other than the Work solely required for Final Completion (including the Work set forth in the Punchlist);

(f) Final Completion. When Contractor believes it has achieved Final Completion, Contractor shall deliver to City the written Final Completion Certificate which shall certify the Final Completion Date and the Contractors achievement of Final Completion. Within ten (10) business days after Contractor's submission or City's independent receipt of all items required for Final Completion, City shall deliver such certificate to Contractor, acknowledged and agreed by City, and confirming the Final Completion Date (the "Final Completion Certificate"). The Project may only be accepted as complete by action of the City. Final Completion requires that:

(1) Contractor has received all local, state and federal Governmental Approvals and other approvals as may be required by Applicable Law for the operation and maintenance of the Project, including approvals, if any, required under the CEQA for the Project;

(2) The Project has completed 30 days of continuous operation and is able to conserve, produce and deliver energy to City achieve the Target Annual Energy Production and Savings Guarantee pursuant to the terms of this Contract;

(3) City has received from Contractor the final manuals for all Equipment and the System (electronic and hardcopy format) including two (2) sets of full size as-built drawings approved and stamped by the engineer of record (as built drawings shall also be provided to City in PDF and native file format);

(4) Contractor has provided all training to the City in the operation, emergency shut-down procedures, and recommended operation and maintenance of the System and has provided City with two (2) sets of keys to all locks, equipment, and boxes that are part of the System;

(5) All Contractor's materials and wastes have been removed from the Site and properly disposed;

(6) All Punchlist Work with respect to the Project and the Site has been completed to the City's reasonable satisfaction;

(7) A final walkthrough of the Project and Sites has been conducted with Contractor and City to determine completion of the terms of the Contract; and

(8) Contractor shall have delivered a true, correct, and complete Final Completion Certificate signed by Contractor.

5.3 Hours of Work

(a) Sufficient Forces. Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Project Schedule.

(b) Performance During Work Hours. Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the City. Subject to City's advance written approval, Work may also be performed outside of regular working hours to minimize disruption to City operations.

5.4 Progress and Completion. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, Contractor confirms that the Project Schedule is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of City, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by this Contract to be furnished by Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Project Schedule, subject to any extension rights set forth in this Contract. Upon request, Contractor shall submit its daily logs for the monthly period with the updated schedule. Float is not for the exclusive use or benefit of either Party but it is a jointly owned expiring Project resource available to both Parties as needed to meet the Project Schedule.

5.5 Progress Meetings. Unless otherwise stated in the Contract Documents and subject to change by City, the Parties shall meet at least biweekly during performance of Work to, among other things, review Work performed to date and to be performed. Contractor shall organize the meeting, prepare, and distribute meeting minutes. Meeting minutes shall be taken in satisfactory written form and include a three (3) week look-ahead schedule, Request for Information log, and Change Order log, as applicable. Meeting minutes shall be updated during the meeting and distributed within three (3) Business Days of the meeting and City shall have 5 business days after City's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings.

5.6 Conformity with Project Schedule. Contractor shall prosecute the Work, and shall cause each Subcontractor to prosecute the Work, so that the portion of the Work completed at any point in time shall be not less than as is required by the Project Schedule (subject to any extension rights set forth in this

Contract). If the rate of progress is such that the total amount of Work and/or the degree of completion of the Work accomplished by Contractor within any time period required by the Project Schedule and/or the Contract Documents is less than the amount therein specified to be completed within such time, and it reasonably appears that Contractor will be unable to complete the Work by the Completion Date, Contractor shall so notify City within ten (10) Days of Contractor's knowledge of the delay, or City may notify Contractor of the same. Contractor shall, within ten (10) Business Days of Contractor's knowledge of such delay or receipt of any such notice from City, submit a Recovery Plan to City allowing for completion of the Work on the Project by the Completion Date. If City directs Contractor in writing to implement the Recovery Plan, then Contractor shall do so within ten (10) Business Days or such request. If City, acting reasonably, does not agree that Contractor has demonstrated in the proposed Recovery Plan its ability to recapture lost time, meet interim milestones and complete the relevant portion of the Work by the applicable scheduled date or deadline, and the reasons therefor are not an Excusable Delay as outlined in this Contract, City may, without prejudice to any other right or remedies it may have, take one or more of the following actions: (a) require Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Project Schedule, including, without limitation, requiring Contractor to increase its work force, work overtime, and/or extra shifts (at Contractor's sole cost and expense); and/or (b) withhold Progress Payments or portions thereof until such time as the Work is in conformity with the Project Schedule. If the cause for Contractor's inability to meet the Completion Date are as a result of an Excusable Delay, then the terms of Section 5.7 shall dictate.

5.7 Extensions of Time – Liquidated Damages

(a) Extensions of Time. Unless otherwise agreed in writing, an adjustment to the Project Schedule by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Project Schedule, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Project Schedule. In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Project, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

(b) Payment for Delays. Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays. Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work. This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that:(1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

(c) Notice by Contractor Required. Contractor shall within 10 days of knowledge of any delay notify City in writing thereof. The Parties will then meet and confer in good faith to determine the reasonableness of Contractor's claimed delay, the facts and extent thereof, and whether any extension of time for completing the Work is reasonably appropriate. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

(d) Early Completion. If Contractor submits a revised schedule showing an earlier completion date for the Project, City's acceptance of this revised schedule shall not entitle Contractor to any additional compensation or Claim due to any such revised schedule (nor shall it subject Contractor to Liquidated Damages based on such earlier completion date). Regardless of the cause therefore, the Contractor may

not maintain any Claim or cause of action against City for damages incurred as a result of its failure or inability to complete the Work or the Project in a shorter period than established in the Contract Documents.

(e) Liquidated Damages. Subject to the limitation of liability specified below, if Contractor fails to cause Substantial Completion to occur on or prior to the Completion Date, as may be extended in accordance with the terms of this Contract, Contractor shall pay City as its sole and exclusive remedy therefor, as liquidated damages and not as a penalty, in an amount equal to the liquidated damages specified in this subsection (e) (the "**Liquidated Damages**"). The actual occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of delay include, but are not limited to, loss of the use of the Project and each individual Site, and the energy savings afforded by the Project and each individual Site, disruption of activities, costs of administration, supervision and the loss suffered by the public. Accordingly, the Parties agree that an amount not to exceed $500 for each day by which the Work, or portion thereof, is delayed beyond the Completion Date shall be the amount of damages which the City shall directly incur upon failure of the Contractor to cause Substantial Completion of the entire Project to occur on or prior to the Completion Date (the "**LD Rate**"). If Contractor becomes liable under this Section, City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and its sureties shall continue to remain liable to City for such liabilities until all such liabilities are satisfied in full. If City accepts any Work or makes any Progress Payment under this Contract after a default by reason of delays, the payment or payments shall not constitute a waiver or modification of any Contract provisions regarding time of completion and Liquidated Damages.

5.9 Delays Due to Project Site Activities. City shall not be liable for any damages or compensation to Contractor resulting from, arising out of, or related to any delays caused by scheduled activities at Sites where Contractor was notified in writing of such scheduled activities prior to signing this Contract, including City's construction projects and other events which would require access to Site(s). Where City did not inform Contractor in writing of such scheduled activities, or required activities arise during the Project that were not scheduled prior to Contract signing and that impact the Project Schedule, Contractor shall be entitled to reasonable additional time for the Project Schedule and an adjustment to Contract Price in accordance with a Change Order. If any part of Contractor's Work depends on proper execution or results upon work of any other contractor ("Other Contractor Work"), the Contractor shall inspect and promptly report to City in writing any defects in such work that render it unsuitable for such proper execution and results.

(a) Contractor will be held liable for damages to City for that Other Contractor Work (as defined above and as used in this section only) which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of Other Contractor Work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work. To ensure proper execution of its subsequent work, Contractor shall measure and inspect Other Contractor Work already in place and shall at once report to the City in writing any discrepancy between completed Other Contractor Work and Contract Documents.

(b) It is the obligation of Contractor to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project, if any.

(c) Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that

contractors may proceed simultaneously. If City directs Contractor to cease Work temporarily for more than 48 hours due to the work of another contractor, Contractor may request a Change Order upon documentation of actual, reasonable costs incurred by virtue of the delay.

(d) If the Project is split into phases and/or separate contracts, then Contractor has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, Contractor's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the City. Contractor shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

6. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant (to the extent set forth below) that:

(a) Contractor represents that it is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State of California;

(b) Each Party represents that it has full power, authority and legal right to enter into and perform its obligations under this Contract, and the execution, delivery and performance of this Contract have been duly authorized by all necessary corporate actions on the part of Contractor, and all governmental actions on the part of City, and do not require any further approvals or consents;

(c) Each Party represents that the execution, delivery, and performance of this Contract does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which it is a party by which it or its property is bound;

(d) Each Party represents that there is no pending or, to its knowledge, threatened action, or proceeding before any court or administrative agency that will materially adversely affect its ability to perform its obligations under this Contract.

(e) Should a change in law occur subsequent to the date of execution of the Contract that increases Contractor's costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution.

7. BREACH AND TERMINATION

7.1 <u>Termination by the City for Cause.</u>

(a) Contractor agrees that City shall be entitled to terminate this Contract upon the occurrence of any of the following circumstances, each of which shall constitute an event of default hereunder (each, a **"Contractor Event of Default"**):

(i) Contractor refuses or fails to supply personnel or materials in accordance with this Contract;

(ii) Contractor fails to make payment to Subcontractors for materials or labor in accordance with California Public Contract Code section 10262 or California Business and Professions Code section 7108.5, as applicable;

(iii) Contractor disregards Applicable laws, ordinances, rules, regulations, or orders of a Governmental Authority; or

(iv) Contractor otherwise is in substantial and material breach of a provision of the Contract Documents.

(b) City's authority to terminate this Contract for cause shall be contingent upon providing written notice to Contractor of the Contractor Event of Default. Where the Contractor Event of Default can be cured, Contractor shall take action and cure the Contractor Event of Default within thirty (30) Days after the date of City's written notice. In the event the Contractor Event of Default cannot be cured within thirty (30) Days, Contractor shall provide written notice to City of the requirement of a longer cure period with a timeline for cure and shall commence within thirty (30) Days actions necessary to cure the Contractor Event of Default and diligently and timely proceed to complete the cure.

(c) When any Contractor Event of Default exists and Contractor fails to cure the same pursuant to the procedure set forth above, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (i) take possession of the Site and of all material or Equipment thereon owned by the Contractor, (ii) accept assignment of contracts with Subcontractors, and (iii) complete the Work by whatever reasonable method the City may deem expedient.

(d) In the event of termination for cause, if the unpaid balance of the Contract Price exceeds the reasonable, actual and direct costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to City. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

7.2 Suspension or Termination by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Contractor shall be entitled to an extension of time and an adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent: (i) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (ii) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance shall have a mutually agreed fixed fee. If City suspends, delays or interrupts the Work for 60 or more consecutive days, Contractor may terminate this Contract.

(b) Prior to City's issuance of a Notice to Proceed (which is conditional upon City's approving and obtaining financing for the Project), City may terminate this Contract, in whole or in part and without payment, consideration, or liability to Contractor of any kind under this Contract; provided, however, that any Compensation payable by City under Section 4.4 of the Preconstruction Agreement is expressly excluded from this provision, and nothing in this Agreement shall relieve City's obligation to provide payment pursuant to the terms of the Preconstruction Agreement.

7.3 Termination by the Contractor. Contractor may not terminate for convenience. Contractor may only terminate for cause if: (A) City fails to make payment when due and such failure is not made within 30 days of City's receipt of written notice from Contractor specifying same; (B) the Work is stopped by others for a period of 90 consecutive days through no act or fault of Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (i) issuance of an order of a court or other public authority having jurisdiction which requires City to stop all Work; or (ii) an act of government, such as a declaration of national emergency, making material unavailable which requires City to stop all Work; or (iii) City is in material breach of a provision of the Contract Documents and such breach is not cured within 30 days of City's receipt of written notice from Contractor specifying same, however, in the event such City event of default cannot be cured within 30 days, City shall provide written notice to Contractor of the requirement of a longer cure period with a timeline for cure and shall commence actions necessary to cure City event of default within 30 days and diligently and timely proceed to complete the cure. If such grounds for termination by Contractor exist, Contractor may serve written notice of such belief on City and demand a meet-and-confer conference to negotiate a resolution in good faith within 7 days of receipt of such notice. If such conference does not lead to resolution, or does not occur within 7 days of Contractor's notice, and Contractor believes the grounds for termination still exist, Contractor may

terminate this Contract and recover from City: (1) compensation for Work wholly or partially executed; (2) actual, direct out-of-pocket losses incurred by reason of such termination; (3) any payment or delivery required to have been made on or before the date of termination and not made, including interest on any sums due; and (4) costs and expenses reasonably incurred in exercising the foregoing remedies, if any.

7.4 Not a Waiver Any suspension or termination under this Section 7 shall not act as a waiver of any claims by City against Contractor (or vice versa) or others for damages based on breach of contract, negligence or other grounds.

7.5 Indemnification. In addition to the Parties' indemnification obligations set forth in Section 11, the Parties agree as follows:

(a) Subject to the exclusions set forth in this Contract, to the extent applicable to the Sites, Contractor shall make all necessary efforts to ensure the finished Project complies with all applicable standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Contractor has violated any of the above-referenced laws, Contractor shall remedy the violation at its own cost. Contractor shall indemnify, defend and hold the City harmless pursuant to this Section of this Contract against claims brought by a party other than the City due to any breach of these provisions to the extent due to Contractor's negligence, recklessness or willful misconduct. In the event that either Party is or becomes aware of possible non-compliance with the foregoing standards, such Party shall have a duty to promptly notify the other Party in writing of the possible non-compliance.

(b) Contractor represents and warrants that Contractor has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, Specifications, studies, Drawings, estimates or other documents that Contractor or its Subcontractors or Consultants prepares or causes to be prepared pursuant to this Contract. Contractor shall indemnify, defend and hold the City harmless against third-party claims brought by a party other than the City pursuant to this Section to the extent due to any breach of this representation due to Contractor's negligence, recklessness or willful misconduct.

7.6 Claims and Dispute Resolution.

(a) A claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of this Contract (a "**Claim**"). In the event of any Claim, dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

(b) All Claims arising out of or related or arising from this Project, and the consideration and payment of such Claims, are subject to the Government Claims Act (Government Code Section 810 *et seq*.) with regard to filing claims, and to Public Contract Code Section 20104 *et seq*. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. All such Claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *et seq*. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *et seq*. (if applicable), and must then adhere to Section 20104, *et seq*. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

(c) Claims for Concealed or Unknown Conditions

(i) Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by Contractor shall be given to City promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. City will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Price, Project Schedule, or both. If City determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Contract is justified, City shall so notify the Contractor in writing, stating the reasons. In the event a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(ii) Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to California Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

(1) Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(A) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(B) Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Contractor prior to the Effective Date.

(C) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(2) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, City shall issue a Change Order under the procedures described in this Contract.

(3) In the event that a dispute arises between City and Contractor related to Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7.7 Reserved.

8. Changes and Extra Work

(a) Based upon the services Contractor will have provided in designing the Project, and Contractor's duties and responsibilities regarding the engineering and design of the Project, Contractor and City intend and expect that Contractor will not submit any Change Order requests during the construction of the Project based upon alleged errors or omissions in the Engineering Documents prepared by

Contractor for the Project. Rather, the Parties intend and expect that Change Order requests will only be submitted for City-requested changes in the Work of the Project, or for changes in the work of the Project due to Excusable Events, all in accordance with this Contract and the Contract Documents of the Project. When possible, under the circumstances, Contractor will make reasonable efforts to mitigate any schedule or cost impact arising from an Excusable Event.

(b) Notwithstanding any other provision of this Contract or the Contract Documents, in the event a Change Order is caused by, or necessitated as a result of wrongful acts or omissions on the part of Contractor, or as a result of any errors or omissions in the Engineering Documents for the Project – excluding those prepared and provided by City and/or City's Consultants, or City otherwise incurs costs or damages as a result of wrongful acts or omissions on the part of Contractor, or as a result of any Contractor errors or omissions in the plans, specifications, Drawings, or designs for the Project, City shall issue a written notice to Contractor identifying the errors, omissions, wrongful act(s) and resulting costs or damages claimed and provide Contractor with ten (10) days to cure and/or respond to the notice. If the Contractor fails to take action to cure the basis for the notice within the ten (10) day period, Contractor shall be responsible for the cost of the following:

(i) The direct costs of all engineering, design, labor, and materials necessary to fully correct the wrongful acts or omissions on the part of Contractor, or the error or omission in the Engineering Documents for the Project;

(ii) Any other direct costs or damages which the City incurs as a result of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project; and

(iii) The reasonable costs of any third-party engineer, contractor or consultant that City, in City's sole reasonable discretion, must retain or consult with to ensure the proper rectification of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project.

(iv) City may backcharge, and withhold payment from, Contractor for these costs and damages outlined above, and may seek reimbursement for any amount which exceeds any retention of the Contract Price at the time of collection. When City so backcharges and withholds, upon Contractor's request, City's and Contractor's senior project representatives shall meet and confer in good faith in an effort to reach agreement on (a) whether a wrongful act or omission occurred or whether there was an error or omission in the Engineering Documents for the Project, (b) whether it caused the Change Order expense, (c) what damages have been incurred by City, and (d) what portion of the damages are attributable to Contractor as described above. If Contractor's and City's project representatives fail to meet, or if they are unable to resolve the dispute, senior executives for Contractor and for City, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the dispute, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues. If City and Contractor do not reach agreement when meeting and conferring, then either City or Contractor can pursue Claims pursuant to Section 7.6, above.

(c) City reserves the right to request Contractor make such alterations, deviations, additions to, or deletions from the Engineering Documents, as may be deemed by the City to be necessary or advisable for the proper completion or construction of the Work contemplated. There shall be no change whatsoever in the Engineering Documents, or in the Work without an executed Change Order or Supplemental Instruction by the City for a change in the Work as herein provided. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Engineering Documents, and Contractor shall not be required to perform such work, unless the same shall have been authorized by and the cost thereof approved in writing by Change Order. No extension of time for performance of the Work shall be allowed hereunder unless adjusted in writing in the Change Order.

(d) All Requests for Information should be substantially on the City's standard form and shall, to the extent reasonably necessary, reference all the applicable Contract Documents including specification

section, detail, page numbers, drawing numbers, and sheet numbers, etc. Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Price, Project Schedule, or the Contract Documents. Prior to issuing an RFI Contractor, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought. City and Contractor agree that an adequate time period for City to respond to an RFI is generally fourteen (14) days after City's receipt of a non-priority RFI, or seven (7) days after City's receipt of a priority RFI, unless City and Contractor agree otherwise in writing. However, in all cases, City shall take such time, whether more or less than fourteen (14) or seven (7) days, as applicable, as is necessary in the professional judgment of City and City's representatives to permit adequate review and evaluation of the RFI. Contractor shall make efforts to coordinate the work in a timely fashion, so as to alleviate priority RFIs. If the RFI is considered a priority, Contractor shall state the word "Priority" on the document, and Contractor shall provide weekly RFI Priority Schedules.

(e) The "**RFI Priority Schedule**" shall be prepared and include a listing of pending requests, including the most current request, and rank the RFIs in order of priority. City shall endeavor to respect Contractor's requested order of priorities and requested response dates. If the RFI response alters the Contract Price and/or Project Schedule, a Change Order shall be issued for the changed condition(s).

(f) City will have authority to order minor changes in the Work provided that there is: (i) no adjustment in the Contract Price, (ii) no extension of the Project Schedule, or (iii) any other change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding once fully executed by City and Contractor. Contractor shall carry out such written orders promptly. To request a Change Order, City or Contractor shall prepare and submit a draft Change Order in the City's standard form for review by the other Party.

(g) Each Change Order request, whether proposed by Contractor or City, shall include: (i) a detailed statement of the reason for and a description of the change; (ii) the estimated price of the proposed change, including the proposed change in the Contract Price and any costs or savings for carrying out the change including an itemized cost breakdown of labor and material showing actual quantities, hours, unit prices or wage rates required for the change; (ii) the projected effect of such proposed change on the Project Schedule including the relevant scheduled completion dates and deadlines; (iii) the projected effect of such proposed change on Contractor's ability to comply with any of its obligations hereunder, including the Warranties, Savings Guarantee; and (iv) shall be accompanied by supporting documentation necessary to evidence the costs or savings and schedule adjustments requested therein.

(h) When Contractor is requesting a Change Order, notice thereof must be provided to City within fourteen (14) days after Contractor's knowledge of the occurrence of the event giving rise to the claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No notice shall be considered unless made in accordance with this Section; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Project Schedule, and/or the increase in the Contract Price. Any change in the Contract Price or extension of the Project Schedule resulting from such claim shall be authorized by a Change Order.

(i) Within twenty-one (21) days after receipt of a Change Order request from Contractor or City, the receiving Party shall either (i) accept such Change Order request by execution thereof and deliver an executed copy to the initiating Party or (ii) reject such Change Order request and provide appropriate written explanation of the reasons therefor (which may include a request for additional information, documentation or cost detail).

(j) The amount of the increase or decrease in the Contract Price resulting from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in Contractor's original bid, the Contract Documents, or subsequently agreed upon between City and Contractor; (C) cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor

and percentage of overhead and profit in accordance with the compensation provisions of this Contract. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any change, addition, or omission to the Project, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Project as provided herein.

(k) With respect to portions of the Work performed by Changer Orders on a time- and-materials, unit-cost, or similar basis, Contractor shall keep and maintain cost-accounting records satisfactory to the City, which shall be available to City on the same terms as any other books and records Contractor is required to maintain under the Contract Documents.

9. INSURANCE.

(a) Required Coverage At all times commencing no later than commencement of the Work and to remain in effect for the entire term of this Contract including any extensions of time, Contractor shall, at its expense, obtain and maintain, and shall cause its Subcontractors (commensurate to their work) to obtain and maintain, insurance policies issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City. The insurance policies shall include the types, coverages and limits set forth below:

(i) *Commercial General Liability Insurance.*

a. Contractor. Contractor agrees to obtain and maintain commercial general liability: CGL Insurance Services Office (ISO) Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least$5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $5,000,000 completed operations aggregate. Either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or their equivalent) or the general aggregate limit shall be twice the required occurrence limit. Contractor may use umbrella or excess insurance with limits excess of the CGL policy to satisfy this requirement.

b. Subcontractors. Subcontractors in areas of higher risk, such as electric, roofing, or plumbing work, shall have commercial general liability limits of $2,000,000. Such insurance shall protect the Contractor and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Contract, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Contractor, or otherwise resulting directly or indirectly from the Contractor's operations in the performance of this Contract. This insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld. The comprehensive or commercial general liability policy shall also include a severability of interest clause and cross liability if the policy has multiple insureds. The aggregate limit shall apply on a "per project" basis. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by City identified in this Contract will be excess only and will not contribute with this insurance;

(ii) *Automobile Liability*. Contractor agrees to obtain and maintain automobile liability insurance: Insurance Services Office (ISO) Form CA 0001 (or its equivalent) covering Code 1 (any auto),

with limits of $5,000,000 per accident for bodily injury and property damage. Contractor may use umbrella or excess insurance with limits excess of the automobile liability policy to satisfy this requirement.

(iii) *Worker's Compensation Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Laws of the State of California. If Contractor employs any engineer, expert, Consultant or Subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self- Insurance satisfactory to the City.

(iv) *Employer's Liability Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out employer's liability insurance. with an insurance carrier reasonably satisfactory to the City. During the course of Contractor's services, if Contractor ever intends to employ additional or different Engineers, experts, Consultants or Subcontractors, before so employing them Contractor shall furnish such reasonably satisfactory proof of insurance to the City. If the Contractor is self- insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance reasonably satisfactory to the City.

(v) *Professional Liability Insurance.* Contractor agrees to obtain and maintain professional liability insurance on a claims made basis with limits of Two Million Dollars ($2,000,000) per claim and in aggregate with a deductible in an amount not to exceed the sum of One Million Dollars ($1,000,000), and Contractor will maintain such coverage for a period of five (5) years three (3) years following the Final Completion Date.

(vi) Builder's All Risk.. Contractor agrees to obtain and maintain Builder's Risk / Installation Floater insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the City's costs and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount equal to the full cost to repair, replace, or reconstruct the Work. Such insurance shall include City, City's designated representative, and any other person or entity with an insurable interest in the Work as Loss Payees.

(vii) *Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.* Contractor shall require subcontractors performing the applicable work to obtain and maintain contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions with limits of $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(ix) *Other Insurance.* Contractor shall provide all other insurance required to be maintained under Applicable Laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld.

(b) Consultants. If not covered by Contractor's coverage, each of Contractor's Consultants shall carry coverage and limits proportionate to each such Consultant's scope of work, and Contractor shall include such provisions in its contracts with them.

(c) Occupancy. City may partially or fully occupy and/or use the Project before acceptance of the entire Project by the City. All of Contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

(d) Additional Insured; Primary and Non-Contributory; Waiver of Subrogation. Contractor shall name City and as additional insured on Contractor's commercial general liability (using ISO CG 20 10 and CG 20 37 or equivalents). The additional insured endorsement(s) included on such insurance policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. The coverage provided the additional insureds on Contractor's commercial general liability policy shall apply on a primary and non-contributory basis. Contractor's commercial general liability, automobile liability, excess/umbrella, and workers' compensation/employer's liability policies shall be endorsed to include a waiver of subrogation in favor of City. Any excess/umbrella policies provided by Contractor shall provide limits that are in excess of any policies set forth herein, which Contractor intends the excess/umbrella policy to supplement.

(e) Proof of Carriage of Insurance. Contractor shall not commence Work nor shall it allow any Subcontractor or Consultant to commence Work under this Contract until all required proof of insurance including certificates of insurance, applicable endorsements, and all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this clause) have been obtained for the period covered by this Contract and delivered to the City for approval, and such approval shall not be unreasonably withheld.

(f) Notice of Cancellation or Non-Renewal. Contractor shall provide for thirty (30) days written notice to City of cancellation or shall obligate its insurance carriers or brokers/representatives to issue endorsements to the required insurance policies that provide for thirty (30) days written notice to the City of cancellation.

(g) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. City may require the Contractor to purchase coverage with a lower self-insured retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the self-insured retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City. If there is a self-insured retention, City will need to know what the triggering events are for coverage.

(h) Compliance. If Contractor fails to maintain such insurance or fails to cure any defects in coverage required herein within five (5) days of receiving written notice of the defect(s), the City may, but shall not be required to, take out such insurance to cover any damages accrued for which City might be held liable on account of Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due Contractor under this Contract.

(i) Subcontractors and Consultant Obligations. Each of Contractor's Consultants and Subcontractors shall comply with all applicable (commensurate with their respective scope of work) insurance obligations under this Section, and Contractor shall include such provisions in its contracts with them.

10. PAYMENT AND PERFORMANCE BONDS. Contractor shall apply for and furnish City a Payment Bond and Performance Bond on the forms included in **Attachment 5**, which shall cover one hundred percent (100%) faithful performance of all obligations under this Contract arising under the Contract Documents and guaranteeing the payment in full of all costs for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in California Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A" as rated by A.M. Best Company, Inc. or the equivalent if rated by other independent rating companies. Notwithstanding anything to the contrary in the Contract Documents, the liability of the surety on the performance bond will cease one (1) year after the Final Completion Date, and shall not apply or secure any energy savings or measurement and verification obligations which may be guaranteed by Contractor described in the Savings Guarantee or Maintenance and Verification Agreement. Any warranty or guarantee required of Contractor by the Contract

Documents shall be the sole obligation of Contractor after termination of the surety's performance bond liability. The liability of the surety on the payment bond shall continue only so long as required by law.

11. INDEMNITY.

(a) Contractor and City agree that City, its employees, agents and officials (cumulatively the "**City Indemnitees**") should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to performance of this Contract or any Work hereunder. The indemnity provisions of this Section are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City Indemnitees. Contractor acknowledges that City would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City and City Indemnitees, as set forth in this Contract.

(b) Consistent with California Civil Code Section 2782.8, to the extent the Work includes design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents in said performance of the Work, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of City.

(c) Other than in the performance of design professional services by a design professional, as covered by subsection (b) above, to the fullest extent permitted by law Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims" for purposes of this subdivision alone), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of Contractor, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including Contractor active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all reasonable legal expenses and costs incurred by City Indemnitees in connection therewith.

(e) PERS Eligibility Indemnification. In the event Contractor or any employee, agent, or subcontractor of Contractor claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontracts, as well as for the payment of any penalties and interest on such contributions, which would otherwise by the responsibility of City . Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing Work under this Contract shall not qualify for or become entitled to, and herby agree to waive any claims to, any compensation, benefit, or any incident or employment by City , including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

(f) Obligations Not Limited by Insurance. The obligations of Contractor under this or any other provision of this Contract shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to the

Indemnitees. Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by Contractor pursuant to this Contract.

12. LIMITATION OF LIABILITY

Notwithstanding anything else in this Contract, in no event shall either City or Contractor be liable to the other party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

13. MISCELLANEOUS

(a) Representatives. City shall provide administration of the Contract as described in the Contract Documents and may designate one or several agents, representatives, or Consultants to provide administration upon written notice of such to Contractor. When such written notice is provided, except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, City and Contractor shall communicate through the City's selected representative.

(b) Independent Contractor. Contractor is retained by City only to the extent set forth in this Contract, and Contractor 's relationship to City is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor 's time and activities that Contractor is not obligated to devote to City in such a manner, and to such persons, firms or corporations, as Contractor sees fit except as expressly provided in this Contract. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor 's employees, except as set forth in this Contract. Contractor shall have no power to incur any debt, obligation or liability on behalf of City or otherwise act on behalf of City as an agent. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Contract and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with applicable workers' compensation laws regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any compensation due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this section.

(c) Necessary Licenses. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of officials, harmless from any loss, claim or liability in any way related to a claim that any of the Work is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work under this Contract. In the event any the Work hereunder is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure the right to continue using the Work and other deliverables by suspension of any injunction, or by procuring a license or licenses; or (b) modify the Work and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. Contractor's covenants under this Section shall survive the expiration or termination of this Contract.

(d) Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Work, as required by City. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Contractor shall

provide access to such books and records to City, and shall give City the right to examine and audit such books and records, and shall allow inspection of all work, data, documents, proceedings and activities related to this Contract upon reasonable written notice.

(e) Conflicts of Interest. Contractor shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (California Gov. Code, § 81000 et seq.) and California Government Code Section 1090, in connection with entering into and performing the Work contemplated by this Contract. Contractor shall not be financially interested in any contract or subcontract entered into by Contractor with any third-party in connection with completing any portion of the Work or performing this Contract. During the term of this Contract, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Contract pursuant to a conflict of interest statute. In compliance with the Levine Act (California Government Code section 84308), Contractor represents and warrants that: (a) neither Contractor nor any agent on behalf of Contractor has made any campaign contributions of more than $250 to any member of the City Council between January 1, 2023 and the Effective Date of this Contract; and (b) neither Contractor nor any agent on behalf of Contractor will make any campaign contribution of more than $250 to any member of the City Council within twelve (12) months after the date this Contract is approved by the City Council.

(f) Non-Discrimination. In performing this Contract, Contractor shall not engage in, nor shall it permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the California Government Code.

(g) Occupational Safety and Health. The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

(h) Ownership and Use of Drawings, Data, Reports and Other Documents

(i) Except as expressly provided in this Contract, City will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. Contractor will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

(ii) Solely in connection with the Project, Contractor grants to City a limited, perpetual, royalty-free, non-transferrable license for any Contractor intellectual property rights necessary for City to operate, maintain, and repair any modifications or additions to Project, or equipment delivered, as a part of the Work.

(iii) All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "**Instruments of Service**") furnished directly or indirectly, in writing or otherwise, to City by Contractor under this Contract will remain Contractor's property and may be used by City only for the Work. Contractor will be deemed the author and City of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by City or any City Person for future additions or alterations to the Project or for other projects, without the prior written agreement of Contractor. Any unauthorized use of the Instruments of Service will be at City's sole risk and without liability to Contractor. If City uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of Contractor, City agrees to waive and release, defend, and indemnify and hold harmless, Contractor, its subcontractors, and their directors, employees, subcontractors, and agents from any and all claims or losses associated with or resulting from such use.

(iv) If any materials or information provided by Contractor to City under this Contract are designated by Contractor as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than ten (10) calendar days) after receipt of such request, City will notify Contractor of such request and advise Contractor whether City believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Contractor may seek to enjoin City from disclosing the information requested through a court of competent of jurisdiction.

(i) Royalties and Patents. The Contractor shall pay all royalties and license fees incurred by Contractor in performing the Work of this Contract. Contractor shall defend suits or claims of infringement of patent rights brought by a party other than City and shall hold the City harmless and indemnify them from loss on account thereof.

(j) Assignment of Antitrust Claims. Pursuant to California Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties.

(k) Audit. Contractor's agreements, contracts, subcontracts, books, records, and files associated with the Project shall be subject to audit and examination under California Government Code section 8546.7 and any amendments thereto for a period of four (4) years following Final Completion and will exclude information that is proprietary and confidential unless required to be disclosed as a condition of funding, by law or by court order.

(*l*) Waiver. No delay or omission to exercise any right, power or remedy accruing to City or Contractor under this Contract shall impair any right, power or remedy, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by City or Contractor of any breach, any failure of a condition, or any right or remedy under this Contract shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

(m) Accomplishment of Work. Contractor shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

(n) Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances that are applicable to Contractor, this Contract, or the Work.

(o) Third Party Beneficiaries. The Parties hereto do not intend to create any rights for, or grant any remedies to, any third-party beneficiary of this Contract.

(p) Governing Law**.** The terms and conditions of this Contract shall be governed by the laws of the State of California without regard to conflicts of law principles.

(q) Cost of Litigation. If any legal action is necessary to interpret or enforce any provision of this Contract or for damages by reason of an alleged breach or failure to perform any provisions of this Contract, each Party shall pay for and bear the cost of its own attorneys' fees, costs, and expenses.

(r) Severability. If a court of competent jurisdiction shall hold any provision of the Contract Documents invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

(s) Notices and Filings. Any notices or filings required to be given or made under this Contract shall be served, given, or made in writing upon the City or Contractor, as the case may be, by personal delivery or commercial overnight courier (with a copy sent via email) to the respective addresses given below, or at such address as such Party may provide in writing from time to time.

City:City of Buena Park, 6650 Beach Blvd, PO Box 5009, Buena Park, CA 90622-5009

with a copy to: Christopher G. Cardinale, Alvarez-Glasman & Colvin, 13181 Crossroads Pkwy North, Suite 400 – West Tower, City of Industry, CA 97146

Contractor:NORESCO, LLC, 1 Research Drive, Suite 400C, Westborough, MA 01581

with a copy to: Jamie Vanaria, 1 Research Drive, Suite 400C, Westborough, MA 01581

(t) Binding Effect. Contractor, by execution of this Contract, acknowledges that Contractor has read this Contract and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assign.

(u) Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City's governing body.

(v) Headings. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract

(w) Execution in Counterparts. This Contract may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Contract.

(x) Attachments Incorporated All Recitals, Contract Documents, and Attachments to this Contract are hereby incorporated into the Contract by this reference as if set forth in full. The Attachments to this Contract are as follows:

Attachment 1 - Final Project Plans and Specifications
Attachment 2 - Schedule of Values
Attachment 3 - Project Schedule
Attachment 4 – Incentive Funds
Attachment 5 – Form of Payment Bond and Performance Bond
Attachment 6 - Contractor Lien Release Forms
Attachment 7 – Final IGA Report
Attachment 8 - Community Workforce Agreement
Attachment 9 - Maintenance Agreement
Attachment 10 - Measurement and Verification Agreement
Attachment 11 - Savings Guarantee

(y) Entire Agreement. This Contract, and all incorporated Attachments, recitals and documents, including, but not limited to the Contract Documents, constitute the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the City's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract

Documents. The Contract Documents are intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

(z) Execution, Correlation, and Intent. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

(aa) Conflict in Terms. The several instruments forming part of this Contract are to be taken as mutually explanatory of one another. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be amended in writing to make such insertion or correction.

(bb) Successors And Assigns. The City and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party hereto and to partners, successors, assigns, and legal representatives of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. Consistent with subsection (dd) below, neither Party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this Contract. Notwithstanding the foregoing, Contractor may, without City's consent, but with written notice to City, assign this Contract to any Affiliate of Contractor.

(cc) Rights and Remedies. Except as otherwise provided for in this Contract, Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

(dd) Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Contract. Except with consent as provided for in subsection (bb) above, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City, which may be approved or denied by the City, whose approval is not to be unreasonably withheld. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

(ee) Execution of Other Documents. The parties to this Contract shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Contract effective as of the date first above written.

[signatures on following page]

PLACEHOLDER FOR SIGNATURE PAGE

ATTACHMENT 1 – CONTRACT
Final Project Plans & Specifications

The following is a brief description of the ECMs and related equipment to be installed by CONTRACTOR at the Property.

CONTRACTOR's Final Investment Grade Energy Audit ("Final IGA"), revised 3/25/2026, as Attachment 7 is hereby incorporated in its entirety by reference for the limited purpose of providing additional detail to the scope of work described below. ATTACHMENT 1 – CONTRACT Final Project Plans & Specifications shall prevail over any inconsistent scope language in the Final IGA.

The following table identifies the individual energy conservation measures (ECMs) that will be implemented at each facility. This table is followed by the scope of services for each ECM and related equipment at the Property.

Table A-1: Facility Energy Conservation Measures

ECM no.	ECM Title
1	Interior & Exterior LED Lighting
2	Electric Vehicle (EV) Charging Stations
3	Solar Photovoltaic (PV) & Battery Energy Storage System (BESS) Installation
4	Window Film

ECM 1: INTERIOR & EXTERIOR LED LIGHTING

CONTRACTOR will upgrade 3,116 existing fixtures with high-efficiency, light-emitting diode (LED) technology. *IGA Appendix 3: Lighting Line-by-Line* presents a detailed breakdown of all lighting upgrades by facility and area. As part of this measure, CONTRACTOR will:

- Install new 2x2 ceiling troffers to flat LED panel retrofits, including models with integrated smart controls (Bluetooth mesh fixture) with lumens and color-temperature adjustment features.
- Install new occupancy sensors to automatically turn lights off when rooms are unoccupied.
- Install new LED stairwell and common-area fixtures with built-in occupancy controls.
- Retrofit existing linear fluorescent fixtures (2'–4' troffers) with LED Type C technology for major energy savings.
- Retrofit recessed downlights (6"–10") with adjustable LED kits to improve comfort and efficiency.
- Replace older plug-in compact fluorescent lamps with LED 2-pin, 4-pin, and hybrid retrofits.
- Retrofit select fixtures using LED light bar retrofit kits for cost-effective modernization.
- Replace traditional screw-in bulbs with energy-saving LED A19 and PAR lamps.
- Replace outdated exterior lights (wall packs, flood lights, bulkheads) with high-efficiency LED fixtures to improve safety and reduce energy use.
- Upgrade canopy and parking area lighting with LED systems, including photocell and occupancy-controlled models.

Facility

Boisseranc Park
Carl Brenner Park
City Hall
City Yard
Community Center
Ehlers Event Center
George Bellis Park
Police Department
William Peak Park

Table A-2: In-Scope Lighting Facilities

New Equipment

CONTRACTOR will install new LED lamps, retrofit kits, and fixtures. See the detailed scope of work section and lighting line-by-line for the individual upgrades at each facility.

Table A-3: Lighting Retrofit Type Summary

Retrofit Type	Form Factor	Lamp Type	Description	Qty
New Fixtures	Exterior	LED Integrated	Flood (Slip Fitter), Wall Pack, Bulkhead	8
New Fixtures	Canopy	LED Integrated	20w Canopy (Photocell & Occ Variants) + 80W Gas Station Canopy	20
New Fixtures	Ceiling Fixt	LED Integrated	Flushmount Drum + Stairwell Fixtures	11
New Fixtures	High Bay	LED Integrated	135w High Bay w/ Bluetooth Mesh Controls	13
Relamp	Screw-In	LED PAR38	12w PAR38 (High Install)	31
Relamp	Screw-In	LED A19	5.5w & 9.5w A19 Lamps	14
Retrofit	Linear Fixtures	TLED Type C	2'–4' Lamp Type C (exterior driver) tubular LED (TLED) Linear Lamp Retrofits (8w–12w,)	1,539
Retrokit	Downlights	Adjustable LED	7W–21W, 6"–10" Downlight Retrofits (Std, TAA, BB, Height),	468
Retrokit	Small Lamp	LED PL / 4-Pin	2-Pin, 4-Pin, Hybrid & Biax Retrofits	175
Retrokit	Troffers	LED Flat Panels	2x2 Panel Retrofits (20w–35w) incl. Controls & BB	768
Retrokit	Light Bar Kits	LED Light Bar	2' LED Light Bar Retrofit Kits (TAA)	69

The lighting manufacturers listed below provide the majority of the lighting products.

Table A-4: Interior Lighting Manufacturers Specified

Major Lighting Manufacturers Specified
Keystone
GreenCreative
Sensorworx
ETi Soild State Lighting
SLG Lighting

Interface with Existing Equipment

The proposed lighting equipment will interface with existing facility electrical circuits in the same manner as the existing lighting equipment. There will be no changes to the existing major electrical equipment, such as electrical/lighting panels and wiring/conduit runs to the new lighting fixtures.

For this lighting retrofit, CONTRACTOR will install a smart controls system, a modern solution that relies on wireless Bluetooth mesh technology. CONTRACTOR will be able to upgrade the lighting without the disruption and cost of running new control wiring. The installation will not require low-voltage control runs, avoid any ceiling demolition to create control zones, and does not need a centralized control panel, which simplifies the entire process. This will be a Bluetooth-only deployment without a gateway or cloud connectivity; thus access requires physical proximity. Because the system does not expose internet-facing services, it is not directly accessible from the public internet.

Implementation and Exclusions

The lighting installation is scheduled to take place during normal daytime, and weekday working hours. CONTRACTOR will work with the City's facility personnel to reach a mutual agreement regarding scheduling and logistics and to coordinate access and minimize disruptions.

Electrical power interruptions for lighting upgrades will be brief and localized when feasible. Work will be coordinated with facility personnel and will not affect other systems or equipment. CONTRACTOR will submit official requests for approval of utility outages. We understand that approval for these requests will depend on location, time of year, and activities occurring in these areas. Therefore, requests will be tracked to limit overall project schedule delays.

If asbestos is determined to be present during construction, CONTRACTOR will stop work and notify the City. The City will be responsible for the abatement of asbestos-containing materials.

All fluorescent and HID lamps and older generation magnetic ballasts are hazardous waste and must be disposed of properly. Older generation magnetic ballasts normally contain PCBs and/or DEHP, both of which are defined as hazardous waste. Since no marking is required to indicate DEHP in non-PCB ballasts, CONTRACTOR treats all older generation ballast as hazardous waste and disposes of them in accordance with applicable regulations, and will comply with any applicable local codes, policies, or regulations. Lamps will be recycled.

The following items are excluded from the scope of work:

- Any hazardous waste abatement except Lamps and Ballasts as described above or remediation not explicitly defined in the scope of work.
- Replacement of existing lenses for existing lighting fixtures.
- Replacement of existing wiring, including those found to be defective during the installation process.
- Replacement of existing conduit, including those found to be defective during the installation process.
- Retrofit of de-energized or abandoned fixtures, beyond the scope of work.

- Retrofit or replacement of specialty fixtures, beyond the scope of work.
- Retrofit of elevator lamps, beyond the scope of work.
- Retrofit or replacement of emergency circuit “Bugeye” fixtures.
- Correction of any existing code violation and/or bringing any existing conditions into compliance with any current codes, identified during implementation.
- Correction of ground faults that are identified during the installation and testing process.
- Corrections to any existing building seismic restraints or infrastructure. There is no work associated with seismic systems included.
- Creation, adjustments or approvals to any engineering, structural, reflective ceiling, or emergency egress plans/drawings and other detailed documents beyond the As Built Line-by-Line submittals during closeouts and other detailed design documents.
- Changes in switching layouts or patterns, unless explicitly noted in scope of work, including for any path of egress, exit or similar requirement.
- Relocation of existing lighting fixtures to accommodate requests by the City.
- Relocation of any furniture or other property is not included in this lighting scope of work. This required task will be the responsibility of the City during implementation.

ECM 2: EV CHARGING STATIONS

CONTRACTOR will install five (5) dual-port Level 2 EV charging stations at the Police Department, one (1) dual-port Level 2 EV charging station at City Hall, and one (1) Level 3 DC Fast Charger (DCFC) at City Hall. These chargers are intended for use by the City’s fleet.

New Equipment

CONTRACTOR will install the following EV chargers, or approved equal, at the Police Department and City Hall.

Table A-5: Equipment Proposed by CONTRACTOR

Location	Description	Manufacturer	Model #	Quantity/ Plugs	Charging Voltage	Maximum Charging Capacity
Police Department	Dual Port, Level 2 Electric Vehicle Charging Station	ChargePoint	CPF50	5/10	208V-AC	10.4 kW ea
City Hall	Dual Port, Level 2 Electric Vehicle Charging Station	ChargePoint	CPF50	1/2	208V-AC	10.4 kW ea
City Hall	Single Port, Level 3 Electric Vehicle Charging Station	ChargePoint	CPE280	1/1	480V-AC	80.0 kW ea

Scope of Work

CONTRACTOR will furnish and install EV charging stations as outlined above. Electrical and structural engineering and plans will comply with City of Buena Park current building codes.

Police Department

- Provide professional electrical engineering plans and municipality submission.
- Furnish and install five (5) EV dual-port charging stations.
    - Equipment shall include 10-year service plan
    - Equipment shall include 10-year network plan fees
    - Equipment shall include 10-year cellular service fees
- Provide or relocate (10) wheel stops.
- Provide and install (5) concrete footings.
- Provide and install concrete equipment pad for electrical equipment.
- Provide and install the following electrical equipment:
    - (1) 200A, 3PH disconnect switch
    - (1) 75KVA, 480-208/120V, 3PH, NEMA 3R transformer
    - (1) 222A, 208/120V, 3PH, 4W, NEMA 3R panelboard
- Provide and install required conduits and conductors, including a spare conduit per the City's request to plan for future EV charging installations.

City Hall

- Provide professional electrical engineering plans and municipality submission.
- Furnish and install one (1) dual-port EV charging station and one (1) Level 3 DC Fast Charger.
    - Equipment shall include 10-year service plan
    - Equipment shall include 10-year Network plan fees
    - Equipment shall include 10-year cellular service fees
- Provide or relocate (2) wheel stops.
- Provide and install (2) concrete footings.
- Provide and install concrete equipment pad for electrical equipment.
- Provide and install required conduits and conductors.

Interface with Existing Equipment

Electrical power interruptions will be brief and localized when feasible. Work will be coordinated with facility personnel and will not affect other systems or equipment. CONTRACTOR will submit official requests for approval of utility outages.

Implementation and Exclusions

CONTRACTOR and facility personnel will reach a mutual agreement regarding scheduling and logistics. CONTRACTOR will work closely with the City's facility staff to coordinate access and minimize disruptions. The EV Charging Stations will be installed in conjunction with the schedule for the Solar PV & BESS Installation at Ehlers Event Center.

The following items are excluded from the scope of work:

- Any hazardous waste abatement or remediation not explicitly defined in the scope of this agreement.
- Correction to any existing code violations identified during implementation.
- Any required electrical infrastructure upgrades to existing electrical service.

- Damage to any existing underground utilities not detected by underground locating services.
- Relocation of any existing utilities within trench/duct bank path of associated work.
- Replacement of any existing electrical gear or modifications to bring the electric meter room up to current code or utility provider standards.

ECM 3: SOLAR PV & BESS INSTALLATION

CONTRACTOR will install one integrated solar photovoltaic (PV) and battery energy storage system (BESS) at Ehlers Event Center. The solar array will be carport-mounted. The following table identifies the approximate capacities of the equipment.

Table A-6: Proposed PV & BESS System

Site Name	PV System Rated Capacity kW DC	BESS System Rated Capacity kW / kWh
Ehlers Event Center	189	125 / 516

Interconnection

CONTRACTOR will design the PV and BESS to interconnect with the existing electrical system and will provide controls and programming to match the existing system's electrical characteristics. CONTRACTOR will wire the individual PV panels in series to multiple inverters via DC combiner boxes and DC disconnects to transform the DC power into alternating current (AC) power, suitable for use by the buildings' existing electrical systems. The inverters will synchronize PV-generated and BESS-stored power with the utility grid and will disconnect from the electrical system in the event of a utility power outage to prevent "back feed" to the utility grid (anti-islanding).

The PV and BESS will be integrated through an accumulator panelboard, which will serve as the common point before connecting to the facility's interconnection point. The BESS will charge from PV generation and discharge strategically based on PV production and facility load profiles to maximize energy savings. An Energy Management Control System will manage these operations to optimize self-consumption and reduce peak demand for economic benefit.

CONTRACTOR will install a readily accessible, lockable, visible AC disconnect along with an inverter directory and safety warnings for operating personnel. The PV and BESS output will tie into existing electrical panelboard. This will serve as the point of connection into the utility. CONTRACTOR will also provide a data monitoring system.

Scope of Work

CONTRACTOR will provide the following:

- Engineering, design drawings and construction specifications, and permitting of each installation through the authority having jurisdiction
- Submittal of SCE Interconnect Agreements for City review and approval
- Solar panels, SCE-approved inverters, wiring, raceways and/or conduits, disconnect switches, DC combiner and re-combiner boxes, junction boxes, and hardware
- BESS, concrete pad, and walled enclosure with access gate
- BESS controller
- Electrical hardware to connect the solar system and BESS to the existing electrical gear
- Mounting hardware
- System installation

- Web-based monitoring system of PV power production
- Web-based monitoring system of BESS performance, including 10-years of platform subscription fees
- 10-year cellular service fees for the transmittal of data between BESS and web-based monitoring system
- 5-year cellular service fees for the transmittal of data between PV system and web-based monitoring system
- System commissioning and start-up
- Training for City personnel following construction

CONTRACTOR will design and construct this work in compliance with the current version of the City of Buena Park Municipal Code and the following codes and standards where applicable:

1. California Building Code
2. California Electrical Code
3. SCE Rule No. 21

CONTRACTOR will provide the City with documentation of the system testing and commissioning upon completion of the installation. CONTRACTOR will also provide training for facility maintenance technicians on the operation and maintenance procedures for the system.

New Equipment

- PV solar panels will be manufactured by Silfab or approved equal and will include a 25-year warranty.
- Inverters will be manufactured by SMA or approved equal and will include a 20-year equipment warranty.
- Carport structures shall be dual-span cantilever, constructed with galvanized steel beams.
- LED lighting will be installed underneath the canopy and controlled via a photocell.
- BESS will be manufactured by Generac or approved equal and will include a 15-year warranty and spare BESS Inverter.
- BESS controller will be manufactured by Energy Toolbase (ETB) or approved equal

The system will include a weather station and internet access to array production data and BESS operation data for trending and output monitoring. The systems will be internet-accessible via installed cell modems.

Interface with Existing Equipment

The proposed PV and BESS will integrate into existing switchboards or panels to supply electricity to facility electrical systems. The tie-in point will be on the supply side of the main service equipment.

Implementation and Exclusions

CONTRACTOR will work with the City's facility personnel to reach a mutual agreement regarding scheduling and logistics. The Solar PV & BESS will be installed in conjunction with the schedule for the EV Charging Stations at City Hall and the Police Department.

Electrical power interruptions will be brief and localized when feasible. Work will be coordinated with facility personnel. CONTRACTOR will submit official requests for approval of utility outages.

The following items are excluded from the scope of work:

- Any hazardous waste abatement or remediation not explicitly defined in the scope of this agreement.
- Replacement of existing wiring which is found to be defective during the installation process.
- Replacement of existing conduit that is found to be defective during the installation process.
- Correction to any existing code violation identified during implementation that is not associated with this ECM scope of work.
- Pricing is based on standard soil conditions. A soils test will be conducted prior to design/construction. Additional scope requirements and/or unforeseen conditions that may arise as a result of soils testing such as any adverse soil conditions, including rocky, sandy, cementitious materials; caliche, Lindavista formations, contaminated ground water or otherwise problematic construction limitations such as caissons, dewatering, liquefaction, spread footings, drilling, rock blasting are not included in current pricing.
- Any parking lot light poles removed due to the installation of the car ports will have lighting heads turned over to the City at the associated site location. The City shall take possession and NORESCO will dispose of poles off the site.
- Landscape design including but not limited to relocation and reinstallation of existing trees at Ehlers Event Center.
- Environmental impact reports (EIR), studies or fees.
- Replacement of any existing electrical gear or modifications to bring the electric meter room up to current code or utility provider standards.
- Damage to any existing underground utilities not detected by underground locating services.
- Relocation of any existing utilities within trench/duct bank path of associated work.
- Lightning protection system design, installation and certification.
- Temporary power, lighting or temporary generators during interconnections.
- Utility (SCE) delays with interconnection application and/or final interconnection.
- Additional requests from the Orange County Fire Authority regarding the BESS beyond the discussion of providing and installing the heat wall enclosure, exterior remote fire alarm visual indication and connection into the existing fire alarm system in Heritage Hall.
- Costs associated with any unknown title restrictions.
- The City will be responsible for operating and maintaining the new PV systems including periodic panel cleaning based on manufacturer's recommendation. CONTRACTOR will provide O&M manuals and provide training to City staff on how to operate and maintain the proposed systems.

ECM 4: WINDOW FILM

CONTRACTOR will install window film across a total of 8,456 square feet of windows across four (4) sites, including City Hall, Community Center, City Yard, and Ehlers Event Center.

New Equipment

CONTRACTOR will furnish and install Llumar window film or approved alternate.

Scope of Work

The scope of work by building is summarized in the table below.

Table A-7: Scope of Work by Building

Buildings	Qty of Windows	Total Square Feet of Film
City Hall	194	971
Community Center	111	637
City Yard – Building A	99	2,329
City Yard – Building B	105	2,274
Ehlers Event Center – Admin	18	442
Ehlers Event Center – Senior Center	50	1,705
Ehlers Event Center – Veterans	4	98
Total Scope	581	8,456

Interface with Existing Equipment

CONTRACTOR will examine window substrates for compliance with requirements and for conditions affecting performance of solar control film including glass that is broken, chipped, cracked, abraded, or damaged in any way.

CONTRACTOR will clean the window substrates thoroughly prior to installation while protecting the window frames and surrounding surfaces to prevent damage during installation. These Installations shall have no gaps or overlaps, and if seamed, will make seams non-overlapping. During installation, NOERSCO will also custom-cut to the glass with neat, square corners and edges to within 1/8-inch of the window frame.

The City may notice that the freshly installed window film has a dimpled, textured or "lumpy" appearance when looking at or through it. (This is especially true of sputtered metal films.) Sometimes the film will have a milky or clouded look in spots. This is a normal part of the drying process. As moisture from the application solution slowly evaporates through the film, the lumpiness and/or cloudiness will slowly diminish. Within two to eight weeks, it should dry completely, depending on the film product, temperature, and humidity. Normal curing periods range from 7-60 days.

Implementation and Exclusions

Installation is scheduled to take place during normal daytime weekday working hours. CONTRACTOR will work with the City's facility personnel to reach a mutual agreement regarding scheduling and logistics and to coordinate access and minimize disruptions.

The following items are excluded from the scope of work:

- Windows with existing cracks found during installation will be removed from the scope of work.
- Relocation of City property near the windows such as furniture and shelving during installation.
- Any hazardous waste abatement or remediation not explicitly defined in the scope of this agreement.
- Correction to any existing code violation identified during implementation.

City of Buena Park, CA - NORESCO Energy Services Agreement, Preliminary Project Schedule of Values

Date: 03/25/2026

Contract Value: $6,875,016

Period	Period Month	% Complete	Billing by Month	Total by Month	Work Description
1	April-26	16%	$1,100,003	$1,100,003	Mobilization/Equipment Deposit (5%) & Dev. Cost (11%)
2	May-26	4%	$275,001	$1,375,003	Issue SubKs & Submittals - Design
3	June-26	4%	$275,001	$1,650,004	Issue SubKs & Submittals - Design
4	July-26	9%	$618,751	$2,268,755	Engineering/Submittals - Safe Harpor Procurement - Start Lighting - PV Design
5	August-26	7%	$481,251	$2,750,006	PV Design - Installation of ECM Begins Lighting & Window Film
6	September-26	7%	$481,251	$3,231,258	Installation of ECM - Lighting & Window Film
7	October-26	5%	$343,751	$3,575,008	Installation of ECM - Lighting
8	November-26	5%	$343,751	$3,918,759	Installation of ECM - Lighting
9	December-26	5%	$343,751	$4,262,510	Installation of ECM - Lighting
10	January-27	9%	$618,751	$4,881,261	Installation of ECM - PV/EV
11	February-27	8%	$550,001	$5,431,263	Installation of ECM - PV/EV
12	March-27	8%	$550,001	$5,981,264	Installation of ECM - PV
13	April-27	8%	$550,001	$6,531,265	Installation of ECM - PV
14	May-27	5%	$343,751	$6,875,016	Retention
		100%	$6,875,016		

Listing of Subcontractors

Subcontractor Name and Location	Description of Work	Subcontract Amount	% of Total Contract Price	Contractor License Number & DIR Reg Number
ECM Holdings Group (Tier sub. lighting work KD, Inc.)	Lighting & Window Film	**$ 1,208,412**	**18%**	License No. 550173 DIR 1000001129
Baker Electric	EV, PV & BESS	**$ 2,619,743**	**38%**	License No. 161756 DIR No. 1000000466

NORESCO

INVOICE

BILL TO: City of Buena Park,CA

Attention:

NORESCO INVOICE:	Sample
INVOICE DATE:	TBD
BILLING PERIOD TO:	TBD
NORESCO NUMBER:	212151
CUSTOMER NAME:	City of Buena Park, CA
NORESCO CONTACT:	TBD

CONTRACT NUMBER:

PROJECT NAME: Energy Services Agreement

NATURE OF INVOICE:

Monthly Progress Billing # Sample

DESCRIPTION:

DRAFT

	TOTALS
Total Original Contract Price	$ 6,875,016.00
Net Change by Change Orders	$ -
Revised Net Contract Price	$ 6,875,016.00
Percent Complete as of Date of Invoice	0%
Total Amount Payable as of Date of Invoice	$ -
Remaining Balance	$ 6,875,016.00

PLEASE PAY THIS AMOUNT: $ -

PAYMENT DUE NET 30 DAYS FROM DATE OF INVOICE

Please Send Remittance To:	Noresco Box 223084 Attn: Accounts Payable Pittsburgh, PA 15251

For Internal Use Only	Noresco Project #:212151.CN.99

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Buena Park, CA

PROJECT: Energy Savings Project

APPLICATION NO: Sample

APPLICATION DATE: TBD

PERIOD TO: TBD

Distribution To:

[x] Name - TBD

[ ]

[ ]

[ ]

Attention:

NORESCO PROJECT NO: 212151

NORESCO INVOICE NO: TBD

FROM: NORESCO, LLC
One Reasearch Drive
Westbrough, MA 01581

PAYABLE TO: **NORESCO, LLC**
Box 223084
Attn: Accounts Payable
Pittsburgh, PA 15251

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	$ 6,875,016.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	6,875,016.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	**0.00**
RETAINAGE:		
a. 5 % of Completed Work (Columns D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	**0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 6,875,016.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved prior to this Month	$ 0.00	$ 0.00
Total approved during this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$	**0.00**

Note:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____
TBD
NORESCO

CERTIFICATE FOR PAYMENT

By: _____ Date _____
OWNER:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest cent.

APPLICATION NO: Sample
NORESCO INVOICE NO.: TBD
APPLICATION DATE: TBD
PERIOD TO: TBD
NORESCO PROJECT NO: 212151

B	C	D	E	F	G		H	I
		WORK COMPLETED						
DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D + E + F)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
Interior and Exterior LED Upgrades	$1,776,137.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,776,137.00	$0.00
PV Generation Systems (Ehlers Community Center)	$3,829,386.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,829,386.00	$0.00
Electric Vehicle Charging (City Hall & Public Safety)	$898,907.00	$0.00	$0.00	$0.00	$0.00	0.00%	$898,907.00	$0.00
Window Film	$370,586.00	$0.00	$0.00	$0.00	$0.00	0.00%	$370,586.00	$0.00
		$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	$6,875,016.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$6,875,016.00**	**$0.00**

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Project Billing Summary

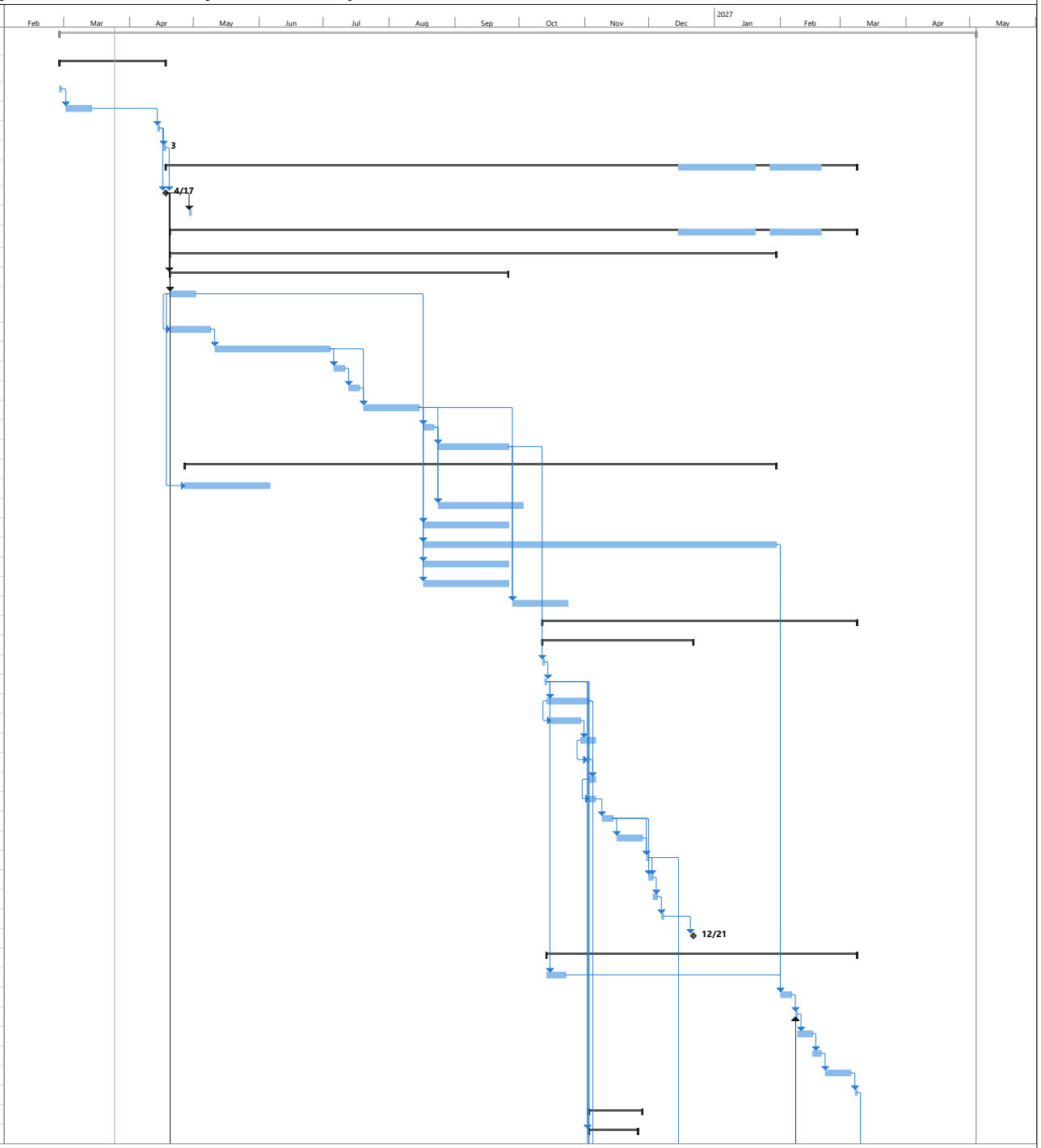
Project Name:	Energy Savings Project	
	$	-
NORESCO Project Number:	212151	
Orginal Contract Amount	$	6,875,016.00
Change Order 1	$	-
Change Order 2	$	-
Change Order 3	$	-
Contract Amount to Date	$	6,875,016.00

Application No.	Period to Date	Invoice No.	Invoice Date	Amount Invoiced	Amount Paid	Date Paid	Check Number	Invoiced to Date	Paid to Date
				$ -	$ -			$ -	$ -

DRAFT

City of Buena Park Preliminary Construction Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
0		**City of Buena Park, CA**	**307 days**	**Fri 2/27/26**	**Mon 5/3/27**
1		**Investment Grade Audit (IGA)**	**36 days**	**Fri 2/27/26**	**Fri 4/17/26**
2		Submit Investment Grade Audit	1 day	Fri 2/27/26	Fri 2/27/26
3		Buena Park Review IGA	10 days	Mon 3/2/26	Fri 3/13/26
4		City Council Approval	1 day	Tue 4/14/26	Tue 4/14/26
5		Execution of Contract	1 day	Fri 4/17/26	Fri 4/17/26
6		**Construction**	**231 days**	**Fri 4/17/26**	**Mon 3/8/27**
7		Buena Park Issue Notice to Proceed	0 days	Fri 4/17/26	Fri 4/17/26
8		Commencement of Construction - Kickoff Meeting (Exact Day TBD)	1 day	Wed 4/29/26	Wed 4/29/26
9		**Solar Car Port Ehlers & EV City Hall and PD**	**231 days**	**Mon 4/20/26**	**Mon 3/8/27**
10		**Design & Procurement**	**205 days**	**Mon 4/20/26**	**Fri 1/29/27**
11		**Design**	**115 days**	**Mon 4/20/26**	**Fri 9/25/26**
12		Prepare and Issue Major Material Purchase Orders (to meet Tax Safe Harbor Rule)	2 wks	Mon 4/20/26	Fri 5/1/26
13		Prepare and Issue Subcontract	3 wks	Mon 4/20/26	Fri 5/8/26
14		Preliminary Design (75% Review)	8 wks	Mon 5/11/26	Fri 7/3/26
15		NORESCO Review & Make Modifications	5 days	Mon 7/6/26	Fri 7/10/26
16		Review Design w/Buena Park & Make Modifications	1 wk	Mon 7/13/26	Fri 7/17/26
17		Continue Design 90%,	4 wks	Mon 7/20/26	Fri 8/14/26
18		Issue for Permit Design Set	1 wk	Mon 8/17/26	Fri 8/21/26
19		Permit Set and Plan Check Reviews (City Expeditated Review)	5 wks	Mon 8/24/26	Fri 9/25/26
20		**Material Deliveries**	**200 days**	**Mon 4/27/26**	**Fri 1/29/27**
21		Solar Modules	30 days	Mon 4/27/26	Fri 6/5/26
22		Inverters	30 days	Mon 8/24/26	Fri 10/2/26
23		Racking	30 days	Mon 8/17/26	Fri 9/25/26
24		BESS	6 mons	Mon 8/17/26	Fri 1/29/27
25		Electrical Gear	30 days	Mon 8/17/26	Fri 9/25/26
26		EV Chargers	30 days	Mon 8/17/26	Fri 9/25/26
27		DAS & Weather Station	20 days	Mon 9/28/26	Fri 10/23/26
28		**Installation/Construction**	**106 days**	**Mon 10/12/26**	**Mon 3/8/27**
29		**Canopy PV**	**51 days**	**Mon 10/12/26**	**Mon 12/21/26**
30		Pre-Construction Meeting	1 day	Mon 10/12/26	Mon 10/12/26
31		Subcontractor Mobilization	1 day	Tue 10/13/26	Tue 10/13/26
32		Trenching	14 days	Wed 10/14/26	Mon 11/2/26
33		Canopy Installation	10 days	Fri 10/16/26	Thu 10/29/26
34		Install/Wire Modules	5 days	Fri 10/30/26	Thu 11/5/26
35		Inverter Installation	1 day	Mon 11/2/26	Mon 11/2/26
36		Run DC Homeruns	3 days	Tue 11/3/26	Thu 11/5/26
37		Install Grounding	3 days	Tue 11/3/26	Thu 11/5/26
38		Install Gear	5 days	Mon 11/9/26	Fri 11/13/26
39		AC Conduit & Wire	10 days	Mon 11/16/26	Fri 11/27/26
40		Outage for Interconnection to Grid	1 day	Mon 11/30/26	Mon 11/30/26
41		Install DAS & Weather station	2 days	Tue 12/1/26	Wed 12/2/26
42		PV Final Inspection/Substantial Completion	2 days	Thu 12/3/26	Fri 12/4/26
43		Training of Maintenance Personnel	1 day	Mon 12/7/26	Mon 12/7/26
44		Substantial Completion (No Utility Connection)	0 days	Mon 12/21/26	Mon 12/21/26
45		**BESS Installation**	**104 days**	**Wed 10/14/26**	**Mon 3/8/27**
46		Pour Equipment Pads (includes cure time)	7 days	Wed 10/14/26	Thu 10/22/26
47		BESS Equipment Installed	5 days	Mon 2/1/27	Fri 2/5/27
48		Special Inspections - Equipment Anchors	1 day	Mon 2/8/27	Mon 2/8/27
49		Installation & Configuration	5 days	Tue 2/9/27	Mon 2/15/27
50		AC Wire Pull & Terminations	4 days	Tue 2/16/27	Fri 2/19/27
51		Commissioning	10 days	Mon 2/22/27	Fri 3/5/27
52		BESS Final Inspection	1 day	Mon 3/8/27	Mon 3/8/27
53		**EV Charger(s) at City Hall & Police Department**	**19 days**	**Tue 11/3/26**	**Fri 11/27/26**
54		**City Hall**	**17 days**	**Tue 11/3/26**	**Wed 11/25/26**

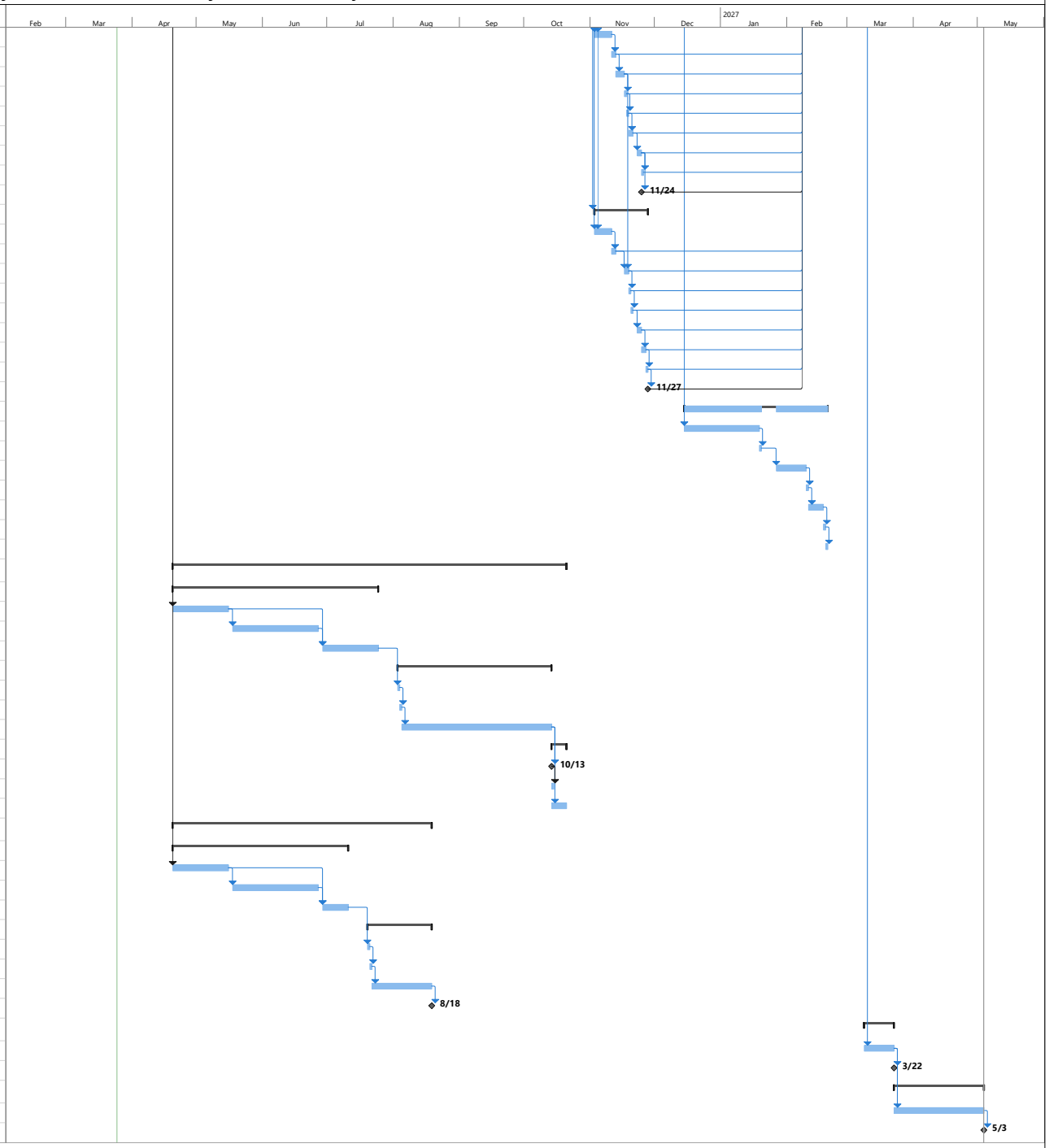


Project: City of Buena Park, CA

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

City of Buena Park Preliminary Construction Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
55		Trenching	6 days	Tue 11/3/26	Tue 11/10/26
56		Pour Equipment Pad(s)	2 days	Wed 11/11/26	Thu 11/12/26
57		EV Equipment Installed	2 days	Fri 11/13/26	Mon 11/16/26
58		Special Inspection - Equipment Anchors	1 day	Tue 11/17/26	Tue 11/17/26
59		AC Conduit	1 day	Wed 11/18/26	Wed 11/18/26
60		AC Wire Pull	2 days	Thu 11/19/26	Fri 11/20/26
61		Install & Configuration	2 days	Mon 11/23/26	Tue 11/24/26
62		EV Final Inspection	1 day	Wed 11/25/26	Wed 11/25/26
63		Substantial Completion	0 days	Tue 11/24/26	Tue 11/24/26
64		**Police Department (PD)**	**19 days**	**Tue 11/3/26**	**Fri 11/27/26**
65		Trenching	6 days	Tue 11/3/26	Tue 11/10/26
66		Pour Equipment Pad(s)	2 days	Wed 11/11/26	Thu 11/12/26
67		EV Equipment Installed	2 days	Tue 11/17/26	Wed 11/18/26
68		Special Inspection - Equipment Anchors	1 day	Thu 11/19/26	Thu 11/19/26
69		AC Conduit	1 day	Fri 11/20/26	Fri 11/20/26
70		AC Wire Pull	2 days	Mon 11/23/26	Tue 11/24/26
71		Install & Configuration	2 days	Wed 11/25/26	Thu 11/26/26
72		EV Final Inspection	1 day	Fri 11/27/26	Fri 11/27/26
73		Substantial Completion	0 days	Fri 11/27/26	Fri 11/27/26
74		**Closeout (PV & Ehlers)**	**49 days**	**Tue 12/15/26**	**Fri 2/19/27**
75		Permission to Operate (PTO) Period	25 days	Tue 12/15/26	Mon 1/18/27
76		Permission to Operate (PTO) Issued	1 day	Tue 1/19/27	Tue 1/19/27
77		Energize System	10 days	Wed 1/27/27	Tue 2/9/27
78		Owner Training	1 day	Wed 2/10/27	Wed 2/10/27
79		O&M Manual	5 days	Thu 2/11/27	Wed 2/17/27
80		Punchlist / Final Commissioning	1 day	Thu 2/18/27	Thu 2/18/27
81		Building Final Inspeciton for All Permits	1 day	Fri 2/19/27	Fri 2/19/27
82		**Lighting (Interior, Exterior & Parks)**	**132 days**	**Mon 4/20/26**	**Tue 10/20/26**
83		**Prepare and Issue Subcontract**	**70 days**	**Mon 4/20/26**	**Fri 7/24/26**
84		Prepare & Issue Subcontract	4 wks	Mon 4/20/26	Fri 5/15/26
85		Material Rebate Applications Submitted & Approved	6 wks	Mon 5/18/26	Fri 6/26/26
86		Procurement & Delivery of Material (after rebate applications approved	4 wks	Mon 6/29/26	Fri 7/24/26
87		**LED Interior and Exterior Lighting Upgrades**	**52 days**	**Mon 8/3/26**	**Tue 10/13/26**
88		Pre-Construction Meeting	1 day	Mon 8/3/26	Mon 8/3/26
89		Subcontractor Mobilization	1 day	Tue 8/4/26	Tue 8/4/26
90		All Buildings (Exact order TBD)	10 wks	Wed 8/5/26	Tue 10/13/26
91		**Close-out Interior & Exterior LED Lighting Upgrades**	**5 days**	**Tue 10/13/26**	**Tue 10/20/26**
92		Substantial Completion	0 days	Tue 10/13/26	Tue 10/13/26
93		Training of Maintenance Personnel	1 day	Wed 10/14/26	Wed 10/14/26
94		Post M&V Measurements	5 days	Wed 10/14/26	Tue 10/20/26
95		**Window Film**	**87 days**	**Mon 4/20/26**	**Tue 8/18/26**
96		**Prepare and Issue Subcontract**	**60 days**	**Mon 4/20/26**	**Fri 7/10/26**
97		Prepare & Issue Subcontract	4 wks	Mon 4/20/26	Fri 5/15/26
98		Material Rebate Applications Submitted & Approved	6 wks	Mon 5/18/26	Fri 6/26/26
99		Procurement & Delivery of Material (after rebate applications approved	2 wks	Mon 6/29/26	Fri 7/10/26
100		**Installation**	**22 days**	**Mon 7/20/26**	**Tue 8/18/26**
101		Pre-Construction Meeting	1 day	Mon 7/20/26	Mon 7/20/26
102		Subcontractor Mobilization	1 day	Tue 7/21/26	Tue 7/21/26
103		All Buildings (Exact order TBD)	4 wks	Wed 7/22/26	Tue 8/18/26
104		Substantial Completion	0 wks	Tue 8/18/26	Tue 8/18/26
105		**Project Substantial Completion of all ECMs**	**10 days**	**Tue 3/9/27**	**Mon 3/22/27**
106		Finalize any Puch list Items	10 days	Tue 3/9/27	Mon 3/22/27
107		Substantial Completion of All ECMs/Project Substantial Completion Letter	0 days	Mon 3/22/27	Mon 3/22/27
108		**Final Completion/Close-out**	**30 days**	**Tue 3/23/27**	**Mon 5/3/27**
109		Submit Remaining Closeout O&M Manuals	30 days	Tue 3/23/27	Mon 5/3/27
110		Final Completion/Final Completion Letter	0 days	Mon 5/3/27	Mon 5/3/27



Project: City of Buena Park, CA

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

ATTACHMENT 4 – CONTRACT
INCENTIVES AND INVESTMENT TAX CREDIT (ITC) FUNDS

Incentives:
Energy efficiency incentives are available from Southern California Edison (SCE) processed through Southern California Renewable Energy Network (SoCalREN). City facilities can use the Normalized Metered Energy Consumption (NMEC) pathway to incentives. Projected incentive amounts are shown in the table below. Incentives are not guaranteed.

Attachment 4 Table 1: Projected Incentive Amounts from SoCalREN

ECM	ECM Description	Rebate Provider	Incentive Type	Estimated Incentive ($)
1	Interior & Exterior LED Lighting	SCE	NMEC	$121,500
4	Window Film	SCE	NMEC	$30,109
			TOTAL	**$151,609**

Investment Tax Credits (ITC)
Under the Inflation Reduction (IRA) and Section 48E of the Internal Revenue Code, the City is eligible for elective pay, also referred to as direct pay, tax credit as the owner of zero emission electric generating assets like PV, and BESS. The ITC is not guaranteed.

Attachment 4 Table 2: Estimated ITC

ECM	ECM Description	Investment Tax Credit	Estimated ITC ($)
3	Solar PV & BESS Installation	ITC	$1,401,366

Note: The ITC value above is estimated. Final credit amounts are outside CONTRACTOR control.

ATTACHMENT 5 – CONTRACT
PAYMENT BOND AND PERFORMANCE BOND

Payment and Performance Bond documents available after Contract Execution.

ATTACHMENT 6 – CONTRACT
CONTRACTOR LIEN RELEASE FORMS

A. Conditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. This form is useful when the claimant is not yet paid, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is actually paid. This release does not cover all items.*

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

B. Unconditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. This release does not cover all items.*

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment: $ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

C. Conditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment, and the claimant has not yet been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by: (a) The claimant's endorsement on a single check or a joint check that has been paid by the bank upon which it was drawn; or (b) Written acknowledgment of payment given by the claimant*.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

D. Unconditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.*

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: $ _____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

FOR FULL INVESTMENT GRADE AUDIT AND ATTACHMENTS, PLEASE CONTACT CITY CLERK'S OFFICE. FILES ARE TOO LARGE FOR UPLOAD.

The Solís Group
Serving our communities since 1992

Headquarters
3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

March 18, 2026

Deepthi Arabolu, Assistant City Engineer
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Re: Proposal for CWA Administration Services for the
Energy Conservation & Performance Contract Project

Dear Deepthi,

The Solís Group (TSG) is pleased to submit this cost proposal to provide CWA administration services required for the above referenced project. The work scope for this assignment is based on our proposal dated June 3, 2022. Our cost proposal based on information provided by the City is summarized below.

Project Description	Construction Value	Estimated Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Energy Conservation & Performance Contract	$ 7,103,951	16 Months	$ 2,300	$ 36,800
			TOTAL COST	**$ 36,800**

If actual construction (including punch list) and closeout extends beyond the planned duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the City. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Gonzalo Armijos
Vice President of Business Development

April 14, 2026
NEW BUSINESS
Item No. 5E.

City Council Agenda Report

ADOPTION OF A CITY COUNCIL POLICY ADDRESSING INTERRUPTIONS TO TWO-WAY AUDIOVISUAL MEETING SERVICES IN COMPLIANCE WITH SB 707

PREPARED BY	PRESENTED BY
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Adria M. Vicuna, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt City Council Policy No. 54 establishing procedures to address interruptions to two-way audiovisual and telephonic public access during City Council meetings, in compliance with Senate Bill (SB) 707.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On October 3, 2025, Governor Newsom signed Senate Bill 707 (SB 707), which significantly amends the Ralph M. Brown Act governing public meetings of local legislative bodies in California. The legislation is intended to enhance transparency, accessibility, and public participation by strengthening requirements related to remote public access, expanding language accessibility, and establishing procedures for responding to technological disruptions during meetings.

Under SB 707, the Buena Park City Council qualifies as an “eligible legislative body” because the City has a population greater than 30,000. As such, the City Council is subject to enhanced transparency requirements, including the provision of two-way remote public access for meetings.

Beginning July 1, 2026, through January 1, 2030, eligible legislative bodies are required to provide real-time, two-way public access to meetings through telephonic or audiovisual platforms (e.g., Zoom), unless the technology is unavailable at the meeting location or the meeting qualifies for a statutory exemption, such as a site tour.

In addition, SB 707 requires agencies to adopt a formal policy, no later than July 1, 2026, addressing how the legislative body will respond to disruptions in remote access services. The policy must include the following:

- In the event of a disruption to remote access services, the legislative body must recess the meeting and make a good-faith effort to restore service.
- The recess may last up to one hour while staff attempt to restore service.
- If service cannot be restored, the City Council must adopt findings by roll call vote confirming that good-faith efforts were made and that continuing the meeting serves the public interest.
- The legislation also authorizes the presiding officer to limit or remove individuals engaging in disruptive behavior, whether attending in person or remotely.

The proposed draft City Council Policy No. 54 establishes procedures for identifying and announcing disruptions, temporarily recessing meetings to restore services, and documenting restoration efforts. If remote access cannot be restored within 60 minutes, the City Council may adjourn the meeting or continue in open session upon making the required findings.

Adoption of this policy ensures compliance with State law prior to the July 1, 2026 deadline and provides a clear and consistent framework for maintaining public access and participation during technical disruptions.

BUDGET IMPACT

There is no direct budget impact associated with the adoption of this policy. Staff overtime costs related to implementing two-way audiovisual services were previously budgeted in Fiscal Years 2025–26 and 2026–27.

Attachments

City Council Policy No 54 - Disruption of Two-Way Meeting Services.pdf

No: 54

City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT:	CITY CLERK'S OFFICE
CONTACT PERSON:	DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS / CITY CLERK
SUBJECT:	DISRUPTION OF TELEPHONE OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS

It is the policy of the City Council to establish procedures for responding to disruptions in telephonic or internet services that provide two-way remote public access to meetings of the Buena Park City Council, as required by the Brown Act (Government Code § 54953.4, as amended by Senate Bill 707). This policy is intended to ensure transparency, maintain opportunities for public participation, and support the continuity of government operations during technology disruptions.

This policy applies to all open and public meetings of the Buena Park City Council at which remote public participation is provided pursuant to the Brown Act.

BACKGROUND

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending, observing, or participating in a meeting remotely.

This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

DEFINITIONS

For purposes of this policy:

- "Disruption" means any failure, outage, or interruption that prevents members of the public from attending, observing or providing public comment through remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

DRAFT

SERVICE DISRUPTION

The City Clerk, in consultation with City staff responsible for meeting technology or information systems, shall determine whether a disruption to remote access services has occurred that prevents members of the public from observing or participating in the meeting remotely.

If the City Clerk determines, or is informed, that a disruption has occurred:

1. The City Clerk shall immediately announce the disruption to the public.

2. The Mayor may then call for a recess while staff attempt to restore the remote access services.

3. If feasible, the City shall post a notice on the meeting webpage or remote access platform informing the public of the disruption and the anticipated reconvening time.

4. Staff shall begin efforts to diagnose and restore the disrupted service.

5. The meeting shall remain in recess for up to one hour (60 minutes) while staff attempt to restore remote access services.

EFFORTS TO RESTORE SERVICE

The City shall make good faith efforts to restore remote access services, which may include any of the following:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods, if available
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

The City Clerk shall document the restoration efforts undertaken.

RECONVENING THE OPEN SESSION

If remote access services cannot be restored during the recess period, the legislative body shall consider adjournment of the meeting to a future date and time in order to ensure public access and compliance with the Brown Act.

Alternatively, if remote access services cannot be restored after one hour (60 minutes), the Buena Park City Council may:

1. Adjourn the meeting to a future date and time; or,

2. Continue the meeting in open session by adopting the following, or a substantially similar finding by roll call vote:

   "The Buena Park City Council finds that the City has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy and Government Code Section 54953.4, and that the public interest in continuing the meeting outweighs the interest in providing remote public access."

Upon adoption of the findings, the legislative body may continue the open session even though remote access services have not been restored.

RECORDKEEPING

The City Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)

April 14, 2026
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE FRIENDSHIP PARK IMPROVEMENTS PROJECT

PREPARED BY	PRESENTED BY
Hysun Lee, Associate Engineer	Hysun Lee, Associate Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

DISCUSSION

BACKGROUND:

At the study session on January 14, 2025, staff presented potential Friendship Park improvements to the City Council. Following the discussion, the City Council directed staff to proceed with conceptual plan development.

On March 25, 2025, the City Council approved a PSA with RJM Design Group, Inc. (RJM) for the Friendship Park Conceptual Plan. On August 12, 2025, staff presented the park's conceptual plan during a study session. Following the discussion, the City Council directed staff to proceed with the next phase of selecting a consultant for development of the design and construction documents (PS&E package). After soliciting proposals, the City Council awarded a PSA to RJM to provide Plans, Specifications, and Estimate (PS&E) packages, bidding support, construction support, and final record drawings.

PS&E DEVELOPMENT:

Friendship Park is located within multi-residential community adjacent to Beatty Middle School and spans approximately 6.9 acres. The park currently features a playground, a picnic area with BBQ facilities, a handball court, and restrooms. It has been identified as a priority for improvements in the Parks Master Plan.

On November 11, 2025, RJM staff and city staff held a kickoff meeting to discuss the project timeline, key milestones, overall project scope, objectives, and action items. On January 20, 2026, the design team and City staff conducted a site visit to review existing site conditions and identify required upgrades associated with proposed improvements.

On February 19, 2026, RJM staff and City staff attended the Community Services Commission meeting and presented the Friendship Park Improvement project. On February 25, 2026, RJM submitted 65% PS&E package, incorporating comments received from the Community Services Commission. On March 12, 2026, City staff completed their review of the 65% PS&E package and returned comments to RJM.

On April 7, 2026, City staff presented the project to the Climate Action Commission (CAC) and solicited the CAC's input. The CAC as well as the Office of Sustainability recommended the following items for consideration:

1. EV chargers in parking lot (approx. $200,000 for 5 to 10 spots ready to receive a charger installation and 3 to include a charger)
2. Solar shade structures ($1.2 Million)
3. Solar lighting at sports courts ($17,500 each)
4. Water efficient fixture at restroom (already existing)
5. Bicycle rack: ($8,000 for two racks)
6. Water bottle refill station ($10,000 each)
7. LED motion-activated lighting in restroom. ($35,000)
8. Big Belly receptacles ($9,000 for Double and $13,000 for Triple – for 5 locations)
9. Additional shade structures around sports courts, dog parks, etc. for heat resilience
10. Mixture of dirt & sand or decomposed granite at dog park in lieu of grass
11. Water spraying & raking for maintenance at dog park
12. Pollinator/butterfly friendly plants with educational signage for pollinator & plants
13. Partner with UC Master Gardeners to pick plants
14. Bioswale/rain garden/use of recycled water
15. Smart irrigation to water based on season

At this time, staff is developing cost estimates for items 9 through 15 and will present preliminary costs at the City Council meeting.

DISCUSSION:

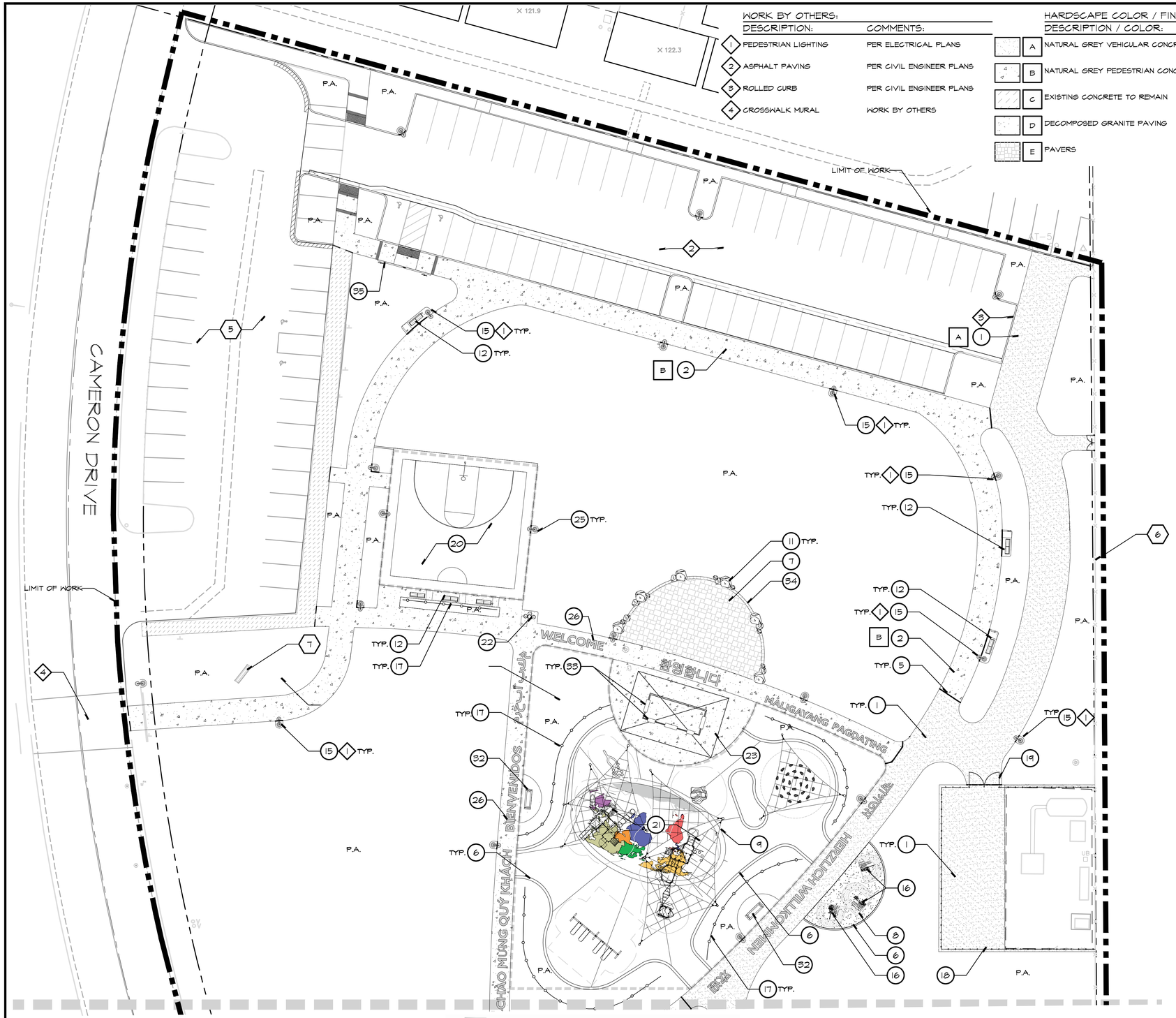
The estimated cost for the current 65% design plan set is approximately $8 million, excluding the additional sustainability and amenity enhancements recommended by the CAC. Costs associated with CAC items 1 through 8 are estimated as noted above. Staff is currently developing cost estimates for items 9 through 15 for council's consideration.

Staff is seeking City Council direction on the project design and budget, including the incorporation of CAC recommendations in order to proceed with finalizing the PS&E documents. Following City Council direction, staff will finalize the project plans, bid, and award a construction contract.

It is important to note that the approved Capital Improvement Program (CIP) for FY 26-27 does not include a construction budget. Staff has submitted a request to amend the CIP for FY 26-27 to include a $7 million allocation from the undesignated Measure R Fund balance for this purpose, which will be presented to the City Council for approval. Staff is seeking City Council direction on 1) the inclusion of any/all CAC recommendations as part of the project; 2) final approval on the design of Friendship Park; and 3) the total construction budget. Based on this feedback, staff can work with RJM to ensure the final project design meets the proposed budget.

Attachments

Att 1of1 Project Plan.pdf



WORK BY OTHERS:

	DESCRIPTION:	COMMENTS:
1	PEDESTRIAN LIGHTING	PER ELECTRICAL PLANS
2	ASPHALT PAVING	PER CIVIL ENGINEER PLANS
3	ROLLED CURB	PER CIVIL ENGINEER PLANS
4	CROSSWALK MURAL	WORK BY OTHERS

HARDSCAPE COLOR / FINISH SCHEDULE:

	DESCRIPTION / COLOR:	FINISH / PAVER PATTERN:
A	NATURAL GREY VEHICULAR CONCRETE	TO MATCH EXISTING
B	NATURAL GREY PEDESTRIAN CONCRETE	TO MATCH EXISTING
C	EXISTING CONCRETE TO REMAIN	PROTECT IN PLACE
D	DECOMPOSED GRANITE PAVING	PER DETAILS AND SPECIFICATIONS
E	PAVERS	PER DETAILS AND SPECIFICATIONS

CONSTRUCTION LEGEND:

	CONSTRUCT:	DETAIL REFERENCE
1	VEHICULAR CONCRETE PAVING	DETAIL: 1 SHEET: L-2.01
2	PEDESTRIAN CONCRETE PAVING	DETAIL: 1 SHEET: L-2.01
3	CONTROL JOINT	DETAIL: 2 SHEET: L-2.01
4	EXPANSION JOINT	DETAIL: 2 SHEET: L-2.01
5	COLD JOINT	DETAIL: 2 SHEET: L-2.01
6	CONCRETE MOW CURB	DETAIL: 3 SHEET: L-2.01
7	CONCRETE PAVERS	DETAIL: 5 SHEET: L-2.01
8	DECOMPOSED GRANITE PAVING	DETAIL: 4 SHEET: L-2.01
9	PLAYGROUND PERIMETER BOND BEAM	DETAIL: - SHEET: -
10	PICKLEBALL COURTS	DETAIL: 1-4 SHEET: L-2.04
11	LANDSCAPE BOULDERS	DETAIL: 2 SHEET: L-2.02
12	SITE BENCH ON PAD	DETAIL: 3 SHEET: L-2.09
13	PICNIC TABLES	DETAIL: - SHEET: -
14	WASTE RECEPTACLE	DETAIL: 2 SHEET: L-2.09
15	PEDESTRIAN LIGHTS ON CONCRETE PAD	DETAIL: - SHEET: -
16	EXERCISE EQUIPMENT	DETAIL: 1 SHEET: L-2.03
17	3-RAIL LODGEPOLE FENCE	DETAIL: 4 SHEET: L-2.02
18	6' HEIGHT MAINTENANCE CHAIN LINK FENCE	DETAIL: 1 SHEET: L-2.11
19	6' HEIGHT MAINTENANCE CHAIN LINK GATE	DETAIL: 2 SHEET: L-2.11
20	HALF SIZE BASKETBALL COURT	DETAIL: 1 & 3 SHEET: L-2.02
21	PLAYGROUND	DETAIL: 1 SHEET: L-2.06 & L-2.07
22	DRINKING FOUNTAIN ON CONCRETE PAD	DETAIL: 1 SHEET: L-2.09
23	KOREAN PAVILION SHADE STRUCTURE	DETAIL: 1 SHEET: L-2.08
24	DOG PARK	DETAIL: - SHEET: -
25	SPORTS LIGHT ON CONCRETE PAD	DETAIL: 1 SHEET: L-2.10
26	WELCOME WALK	DETAIL: 1 SHEET: L-2.05
27	HEART BENCH	DETAIL: 1 SHEET: L-2.14
28	LODGE POLE FENCE AND ENTRY GATE AT DOG PARK	DETAIL: 2 SHEET: L-2.12
29	CHAIN LINK FENCE AND MAINTENANCE GATES AT DOG PARK	DETAIL: 1 SHEET: L-2.12
30	DOG WASTE STATION	DETAIL: 2 SHEET: L-2.13
31	42" HEIGHT PICKLEBALL FENCE AND GATE	DETAIL: 3 SHEET: L-2.08
32	COVERED SWING BENCH	DETAIL: - SHEET: -
33	PAVILION CONCRETE BENCH	DETAIL: 4 SHEET: L-2.09
34	CONCRETE BAND	DETAIL: - SHEET: -
35	ADA PARKING SIGN	DETAIL: 2 SHEET: L-2.10

EXISTING CONDITIONS:

	DESCRIPTION:	COMMENTS:
1	EXISTING CONCRETE PAVING	PROTECT-IN-PLACE
2	SHADE STRUCTURE	PROTECT-IN-PLACE/REPAINT TO MATCH EX. COLOR
3	EXISTING PEDESTRIAN LIGHT	PROTECT-IN-PLACE
4	EXISTING RESTROOM BUILDING	TO BE RENOVATED. SEE ARCHITECTURE PLANS
5	EXISTING ASPHALT	PROTECT-IN-PLACE
6	EXISTING FENCE	PROTECT-IN-PLACE
7	EXISTING MONUMENT	PROTECT-IN-PLACE

PROJECT PSA 26-XXX

95% LANDSCAPE SUBMITTAL | NOT FOR CONSTRUCTION

DIGALERT CALL TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG Underground Service Alert

0' 10' 20' 40'

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPR. BY	DATE

RJM DESIGN GROUP
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675
[949] 493-2600 phone
[949] 493-2690 fax

LICENSED LANDSCAPE ARCHITECT — ZACHARY M. MUETING LICENSE NO. 6121 — STATE OF CALIFORNIA
Signature
08/31/2021 Renewal Date
08/29/2026 Date

City of BUENA PARK
DEPARTMENT OF PUBLIC WORKS

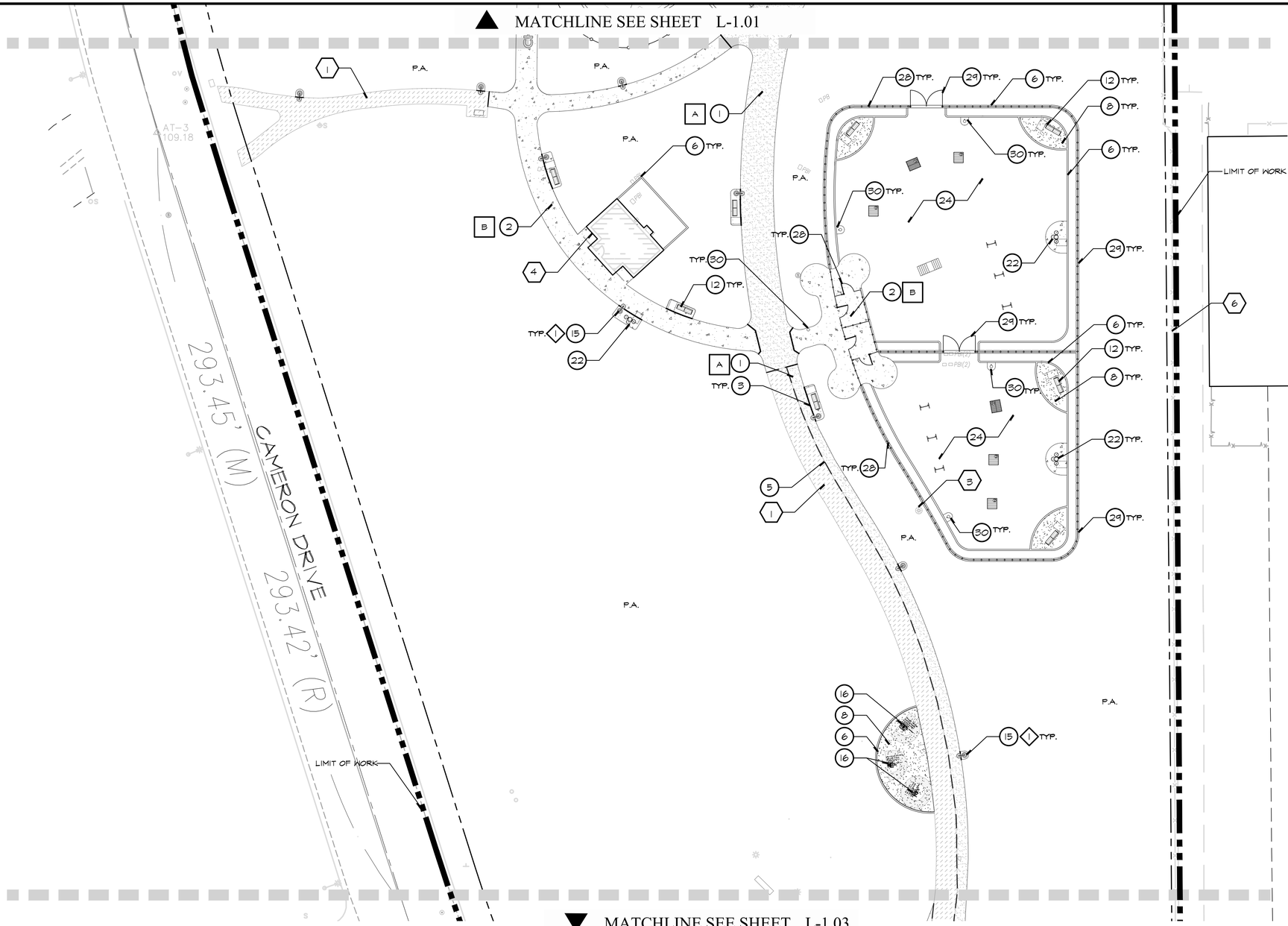
FRIENDSHIP PARK IMPROVEMENT PS&E

CONSTRUCTION PLAN

DRAWING NO. L-1.01 SHT: OF

DRAWN BY:	AG
DESIGNED BY:	SR
CHECKED BY:	EC

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CONSTRUCTION LEGEND:

	CONSTRUCT:	DETAIL REFERENCE
1	VEHICULAR CONCRETE PAVING	DETAIL: 1 SHEET: L-2.01
2	PEDESTRIAN CONCRETE PAVING	DETAIL: 1 SHEET: L-2.01
3	CONTROL JOINT	DETAIL: 2 SHEET: L-2.01
4	EXPANSION JOINT	DETAIL: 2 SHEET: L-2.01
5	COLD JOINT	DETAIL: 2 SHEET: L-2.01
6	CONCRETE MOW CURB	DETAIL: 3 SHEET: L-2.01
7	CONCRETE PAVERS	DETAIL: 5 SHEET: L-2.01
8	DECOMPOSED GRANITE PAVING	DETAIL: 4 SHEET: L-2.01
9	PLAYGROUND PERIMETER BOND BEAM	DETAIL: - SHEET: -
10	PICKLEBALL COURTS	DETAIL: 1-4 SHEET: L-2.04
11	LANDSCAPE BOULDERS	DETAIL: 2 SHEET: L-2.02
12	SITE BENCH ON PAD	DETAIL: 3 SHEET: L-2.09
13	PICNIC TABLES	DETAIL: - SHEET: -
14	WASTE RECEPTACLE	DETAIL: 2 SHEET: L-2.09
15	PEDESTRIAN LIGHTS ON CONCRETE PAD	DETAIL: - SHEET: -
16	EXERCISE EQUIPMENT	DETAIL: 1 SHEET: L-2.03
17	3-RAIL LODGEPOLE FENCE	DETAIL: 4 SHEET: L-2.02
18	6' HEIGHT MAINTENANCE CHAIN LINK FENCE	DETAIL: 1 SHEET: L-2.11
19	6' HEIGHT MAINTENANCE CHAIN LINK GATE	DETAIL: 2 SHEET: L-2.11
20	HALF SIZE BASKETBALL COURT	DETAIL: 1 & 3 SHEET: L-2.02
21	PLAYGROUND	DETAIL: 1 SHEET: L-2.06 & L-2.07
22	DRINKING FOUNTAIN ON CONCRETE PAD	DETAIL: 1 SHEET: L-2.09
23	KOREAN PAVILION SHADE STRUCTURE	DETAIL: 1 SHEET: L-2.08
24	DOG PARK	DETAIL: - SHEET: -
25	SPORTS LIGHT ON CONCRETE PAD	DETAIL: 1 SHEET: L-2.10
26	WELCOME WALK	DETAIL: 1 SHEET: L-2.05
27	HEART BENCH	DETAIL: 1 SHEET: L-2.14
28	LODGE POLE FENCE AND ENTRY GATE AT DOG PARK	DETAIL: 2 SHEET: L-2.12
29	CHAIN LINK FENCE AND MAINTENANCE GATES AT DOG PARK	DETAIL: 1 SHEET: L-2.12
30	DOG WASTE STATION	DETAIL: 2 SHEET: L-2.13
31	42" HEIGHT PICKLEBALL FENCE AND GATE	DETAIL: 3 SHEET: L-2.08
32	COVERED SWING BENCH	DETAIL: - SHEET: -
33	PAVILION CONCRETE BENCH	DETAIL: 4 SHEET: L-2.09
34	CONCRETE BAND	DETAIL: - SHEET: -
35	ADA PARKING SIGN	DETAIL: 2 SHEET: L-2.10

EXISTING CONDITIONS:

	DESCRIPTION:	COMMENTS:
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4	EXISTING RESTROOM BUILDING	TO BE RENOVATED. SEE ARCHITECTURE PLANS
5	EXISTING ASPHALT	PROTECT-IN-PLACE
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HARDSCAPE COLOR / FINISH SCHEDULE:

		DESCRIPTION / COLOR:	FINISH / PAVER PATTERN:
	A	NATURAL GREY VEHICULAR CONCRETE	TO MATCH EXISTING
	B	NATURAL GREY PEDESTRIAN CONCRETE	TO MATCH EXISTING
	C	EXISTING CONCRETE TO REMAIN	PROTECT IN PLACE
	D	DECOMPOSED GRANITE PAVING	PER DETAILS AND SPECIFICATIONS
	E	PAVERS	PER DETAILS AND SPECIFICATIONS

DIGALERT CALL TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG Underground Service Alert

REVISIONS

NO.	BY	DATE	DESCRIPTION	APPR. BY	DATE

RJM DESIGN GROUP
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675
[949] 493-2600 phone
[949] 493-2690 fax

LICENSED LANDSCAPE ARCHITECT — ZACHARY M. MUETING LICENSE NO. 6173 — STATE OF CALIFORNIA
Signature
09/31/2021 Renewal Date
09/29/2026 Date

City of BUENA PARK
DEPARTMENT OF PUBLIC WORKS

FRIENDSHIP PARK IMPROVEMENT PS&E

CONSTRUCTION PLAN

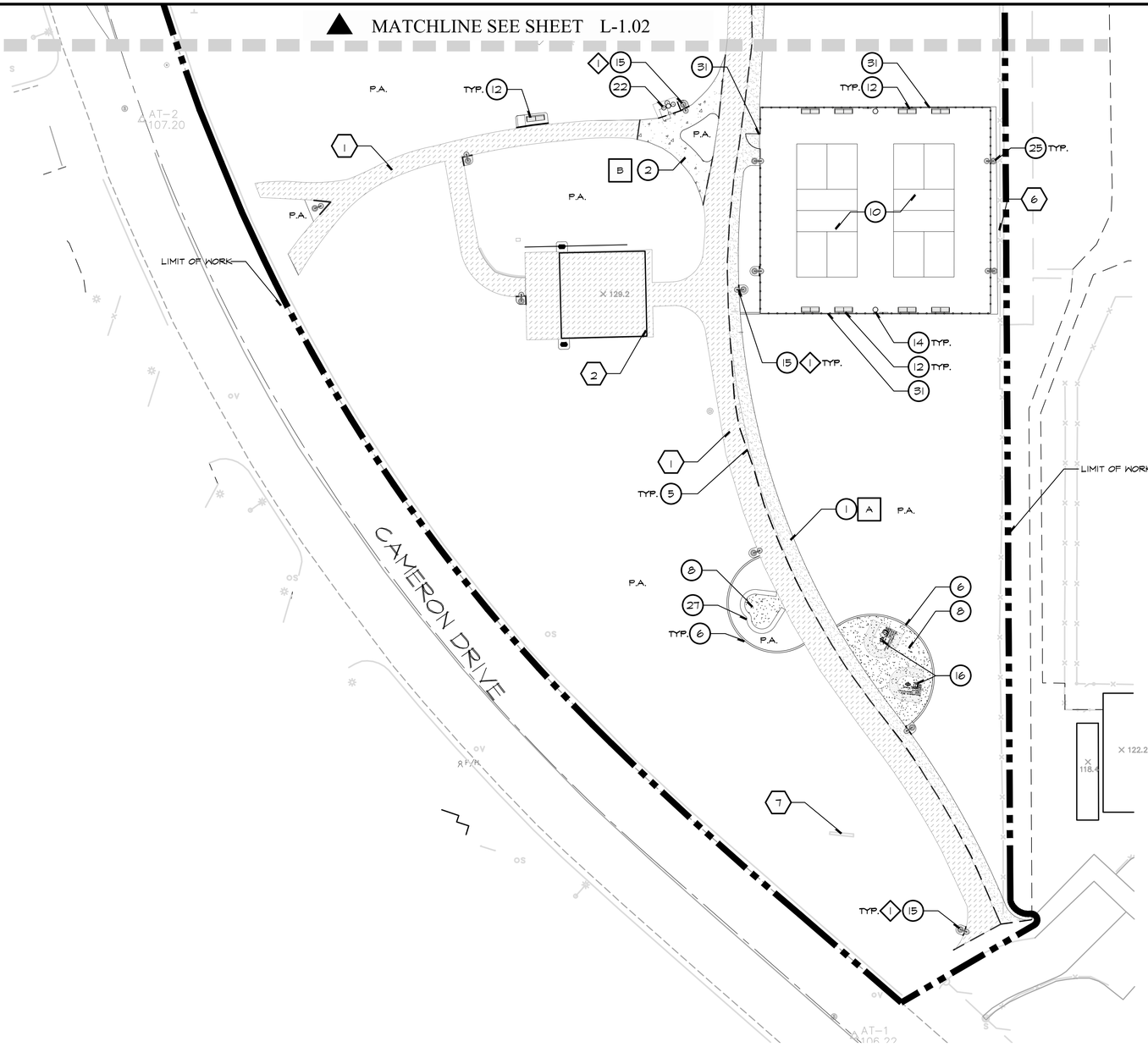
DRAWING NO. L-1.02 SHT: OF

DRAWN BY:	AG
DESIGNED BY:	SR
CHECKED BY:	EC

PROJECT PSA 26-XXX

95% LANDSCAPE SUBMITTAL | NOT FOR CONSTRUCTION

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LICENSED LANDSCAPE ARCHITECT — ZACHARY M. MUETING LICENSE NO. 6515 — STATE OF CALIFORNIA
Signature
05/31/2021 Renewal Date
05/29/2026 Date

City of BUENA PARK
DEPARTMENT OF PUBLIC WORKS

FRIENDSHIP PARK IMPROVEMENT PS&E

CONSTRUCTION PLAN

DRAWING NO. L-1.03 SHT: OF

DRAWN BY: AG
DESIGNED BY: SR
CHECKED BY: EC

PROJECT PSA 26-XXX

95% LANDSCAPE SUBMITTAL | NOT FOR CONSTRUCTION

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April 14, 2026
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A 3-DAY KOREAN FOOD FESTIVAL IN APRIL 2027 IN PARTNERSHIP WITH HUGH ENTERTAINMENT

PREPARED BY	PRESENTED BY
Connie Hurtado, Community Services Supervisor	Connie Hurtado, Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

DISCUSSION

Last fall, Council Member Ahn requested City Council review a proposed partnership with Hugh Entertainment to host a 3-day Korean Food Festival in April 2027 at either Boisseranc Park or Peak Park. Approval would authorize staff to begin event planning, coordination, and agreement negotiations.

Hugh Entertainment is an established event production company with demonstrated experience in organizing large-scale cultural events, including the Korean Festival in Los Angeles. Their expertise includes coordinating food vendors, cultural programming, live entertainment, and large crowds.

A representative from Hugh Entertainment approached city staff about a potential partnership to host a three-day K-Food Festival at Boisseranc Park or Peak Park in April 2027. The proposed Korean Food Festival aims to celebrate Korean culture through cuisine, entertainment, and commerce, while fostering community engagement and regional tourism.

The proposed 3-day festival is designed to blend traditional Korean heritage with modern California vibrancy, creating a dynamic and inclusive cultural experience. The event is expected to attract a wide and diverse audience, promoting cross-cultural appreciation and fostering international community connections. In addition, the festival will enhance community engagement, support local economic activity and small businesses, and attract regional visitors, thereby boosting tourism. With an estimated 150 booths and projected attendance of approximately 100,000 guests, the event will also provide high-quality, family-friendly entertainment for residents and visitors alike.

Key components of the festival include:

- **Culinary Experience:** A diverse selection of Korean food vendors and chef-led culinary booths offering traditional and contemporary Korean cuisine.
- **Global Marketplace:** Korean vendors showcasing K-beauty products, fashion, accessories, and cultural merchandise.
- **Live Entertainment:** A dynamic lineup including:
  - K-Pop Performers
  - Traditional Korean Cultural Performances
  - Local and Regional Talent

Hugh Entertainment Responsibilities:

- Event programming and production
- Vendor recruitment and coordination
- Entertainment booking and scheduling
- Marketing and promotional support

City Responsibilities:

- Secure and reserve the event venue
- Coordinate and obtain all required health permits
- Provide public safety services, including overnight security
- Assist in obtaining local sponsorships and community partnerships

If approved, staff will:

1. Initiate formal agreement negotiations with Hugh Entertainment
2. Conduct site analysis and confirm venue selection
3. Develop a comprehensive event operations plan
4. Coordinate with relevant City departments and agencies
5. Begin sponsorship outreach and permitting process

Given staff has no prior experience with this event, the closest comparable event in terms of staffing resources is Silverado Days. Below is a breakdown of estimated staff costs for a 3-day festival:

BUDGET IMPACT

ITEM	ESTIMATED COSTS	COMMENTS
Staff Costs	$120,000	Police Officers, PW Staff, PT Staff
Professional/Contract Services	$70,000	Perimeter Fencing, Security Detectors, Lighting and Electrical, Portable Restrooms
Event Supplies/Equipment	$20,000	Plywood, Wood Chips, Signage, Banners
ESTIMATED TOTAL:	**$210,000**	

Finally, should the anticipated attendance be at or near 100,000 guests, staff has real concerns about whether or not Boisseranc or Peak Parks have the capacity to host a festival of this size.

April 14, 2026
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A FEASIBILITY ANALYSIS FOR THE CONVERSION OF SAN ANTONIO PARK FROM A SINGLE-USE FACILITY TO A MULTI-USE PARK

PREPARED BY	PRESENTED BY
Connie Hurtado, Community Services Supervisor	Alex Alarcon , Community Services Coordinator
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

DISCUSSION

On January 13, 2025, Vice Mayor Hoque requested City Council discussion on whether to initiate a feasibility analysis to evaluate the potential conversion of San Antonio Park from a single-use softball facility to a multi-use park that better serves the broader community.

San Antonio Park has historically functioned as a single-use park dedicated primarily to girls softball. The Buena Park Girls Softball League has utilized the field for many years, contributing to recreational opportunities for youth in the community. However, participation in the league has steadily declined over recent years. For the current season, the league consists of only three teams, with approximately 52 registered participants. This decline has resulted in significantly reduced utilization of the park.

Additionally, during recent community canvassing efforts conducted by the Vice Mayor, surrounding residents expressed concerns regarding the park's limited use. Feedback indicated that many residents perceive the park as underutilized and inaccessible, particularly during non-game hours. Some residents also reported avoiding the park during evening hours due to the lack of general activity associated with its single-use design.

The current configuration of San Antonio Park as a single-use facility limits its accessibility and benefit to the broader community. As participation in organized softball continues to decline, the opportunity exists to re-imagine the space to better align with current recreational needs and community preferences.

If directed by the City Council, staff would undertake a feasibility analysis that could include:

- Evaluation of existing park usage and community needs
- Assessment of potential multi-use design concepts (e.g., open green space, walking paths, playgrounds, fitness areas, and flexible sports areas)
- Engagement with stakeholders, including the Girls Softball League and nearby residents
- Cost estimates and potential phasing strategies
- Consideration of safety, accessibility, and long-term maintenance

As part of the feasibility analysis, staff would explore potential external funding sources to support park improvements, including:

- Statewide Park Development and Community Revitalization Program (SPP): This program provides grant funding for park development projects, particularly in undeserved communities. Eligibility requires that projects include new development elements, making a transition to a multi-use park a strong candidate for funding.
- National Fitness Campaign Grant: This grant supports the installation of outdoor Fitness Courts equipped with accessible exercise stations designed for public use. Incorporating such amenities could enhance community health and activate the park throughout the day.
- Providence St. Jude Grant: This funding opportunity, offered through Providence St. Jude Medical Center, supports community-based projects that promote health, wellness, and active lifestyles. Improvements such as walking paths, fitness equipment, and open recreational spaces may align well with the grant's objectives and could provide an additional funding source to support park enhancements.

Pursuit of these funding opportunities could significantly offset capital improvement costs associated with park redevelopment.

San Antonio Park presents an opportunity to better serve the community by transitioning from a single-use softball facility to a more inclusive, multi-use recreational space. With declining participation in organized softball and increasing community interest in broader park amenities, a feasibility analysis would provide valuable insight into how best to maximize the park's potential.

Should the City Council provide direction to proceed, staff will:

1. Initiate a feasibility study with community engagement process
2. Coordinate with the Girls Softball League to understand future needs and potential accommodations
3. Develop conceptual design options and preliminary cost estimates
4. Identify and pursue grant funding opportunities
5. Return to City Council with findings and recommendations for further action

BUDGET IMPACT

There is no immediate fiscal impact associated with providing direction to staff. Future costs related to feasibility studies, design, and construction would be identified and presented to the City Council at a later date.